To Whom it May Concern:

You are invited to bid on Bid#CL16-GN-0082, Residence Hall Furnishings for the University of Massachusetts Lowell.

Bids will be received no later than, via e-mail to purchasing@uml.edu by no later than 11:00 a.m. on May 25, 2016. Any bid received after 11:00 AM, will be rejected. Please send a “bid” or “no bid” response in order that we may continue to include you on our active bid list.

The University of Massachusetts Lowell reserves the right to accept or reject any or all bids received in whole or in part if it is deemed such action is in the best interest of the University and the Commonwealth of Massachusetts.

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, 1.41, and 1.4 are hereby incorporated.

Sincerely,

Gary T. Nolan, C.P.M.

Senior Strategic Sourcing Manager
1. **Overview**

1.1. The University of Massachusetts Lowell invites bids to furnish and install case goods and upholstered furniture as defined, to various locations throughout our campus, per the Universities Specifications.

1.2. The University of Massachusetts Lowell is located in the historic industrial city of Lowell, 25 miles northwest of Boston, with the campus spanning more than 125 acres along the Merrimack River. More than 17,000 resident and commuter students of all backgrounds pursue bachelors, masters, and doctoral degrees as well as professional certificates in the arts, humanities and sciences; education; engineering; health and environment; and management. Internationally recognized for its excellence in science and engineering, UMass Lowell is a leader in nanotechnology and nonmanufacturing, bio manufacturing, bioinformatics and advanced materials. The University is a nationally ranked research university that receives a significant percent of funding from federal agencies and private industry.

1.3. More information on the Lowell campus can be found at www.uml.edu.

1.4. **Bid Schedule**
   - Bids Available May 12, 2016
   - Questions due by May 18, 2016 at 5:00 p.m.
   - Bids due May 25, 2016 at 11:00 a.m.

2. **Scope of Service**

2.1. **Project Overview**

2.1.1. The scope of work will be to manufacture, deliver and install case goods and upholstered furniture to the specifications provided.

2.1.2. The bidder should submit their quotation based on the specifications, drawings, and contract documents included in this Invitation to Bid. Your Bid should include all costs for delivery and installation of the specified furniture. Verification of field dimensions and conditions affecting the installation is the sole responsibility of the awarded bidder. Verification of quantities shall be the responsibility of the awarded bidder, and based on the specifications provided by the University. Please delineate installation time required to complete this project as part of your bid proposal. Also, please quote present lead time for all products. Please verify accurate lead time with manufacturer, as current economic factors have affected published lead times.

2.1.3. **Scope A - Create 116 temporary beds (converting doubles to triples) in the following residence halls:**
Inn & Conference Center (60 beds): Triple rooms on floors 5 & 6
- Leave existing furniture in rooms on 5 & 6 and add a twin bed (bunked) with desk/chair underneath bed.
- The 60 students in these temporary beds will have priority to move into permanent beds by the end of the Fall 2016 semester. 
  Furniture order: 60 beds (with risers to bunk), head/foot boards, mattresses, desks and desk chairs.

Leitch Hall (16 beds): triple the 16 largest Leitch doubles.
- Bunk existing twin beds and add a third twin bed, desk and desk chair.
- These students will be second on the priority list to move (behind ICC students).
  Furniture order: 16 beds, risers to bunk existing beds, head/foot boards, mattresses, desks and desk chairs.

Sheehy Hall (40 beds): triple select bedrooms within Sheehy suites.
- Bunk existing beds & leave in bedroom while adding a third bed.
- 3 desks/desk chairs should be placed in the bedrooms.
- Wardrobes should be placed in the common room.
- The intent is for these students to remain in these temporary spaces for the fall 2016 semester and move to permanent spaces for the spring 2017 semester.
  Furniture order: 40 beds, risers to bunk existing beds, head/foot boards, mattresses, desks, desk chairs, wardrobes.

2.1.4 Scope B – Add new (permanent) beds in the following locations:
- Inn & Conference Center (4-5 beds): to be placed in the existing Assistant Complex Director Suite.
  Furniture order: 5 beds, risers to bunk beds, head/foot boards, mattresses, desks, desk chairs, and wardrobes.
- Leitch Hall/Fox Hall/Sheehy Hall (4 beds): convert GRE single rooms to double rooms.
  Furniture order: 4 beds, risers to bunk beds, head/foot boards, mattresses, desks, desk chairs, and wardrobes.
- Concordia Hall (4 beds): to be placed in the existing Assistant Complex Director apartment.
  Furniture order: 4 beds, risers to bunk beds, head/foot boards, mattresses, desks, desk chairs, and wardrobes.

2.1.4 Scope C – Add new (permanent) furniture in the following location:
- 1301 Middlesex Street: this includes 18 units/apartments, with 60 total beds.
  Furniture required:
  - 60 beds, risers to bunk beds, head/foot boards, mattresses, desks, desk chairs (to match Riverview Suites), wardrobes
  - 18 sectional sofas
  - 18 TV stands
  - 18 Coffee Tables
  - 18 Dining Sets, (4-person sets)
Basis of Selection

2.2. The University reserves the right to award in part or in whole.
2.3. Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price.
2.4. The general criteria that proposals shall be evaluated buy, shall include but not be limited to:
   1. The firm’s price proposal;
   2. The firm’s ability to provide the University with the products as described in sections 5-7
   3. The firm’s experience and qualifications in providing Goods and Services similar to those described in this RFP, to include the firm’s references from clients;
   4. Style and compatibility to existing residence hall furniture
   5. The firm’s ability for timely delivery;

3. Guarantee

3.1. The awarded contract(s) shall include a clause that guarantees the supplied item(s) to be free of any and all defects of materials and/or workmanship for a minimum period of ten (10) years from the date of their acceptance by UMass Lowell. If manufacturer(s) guarantees extend beyond the minimum period requested, or if the manufacturer offers longer guarantee periods to enhance its bid, the longer guarantee will be enforced. The manufacturer(s) shall further guarantee to repair, at its (their) expense, any and all such defects that arise through normal use during the term of the guarantee, or to replace the defective item(s) entirely, whichever is then agreeable between the parties. If a manufacturer(s) representative is a successful bidder, an officer of the supplying manufacturer shall be required to sign an affidavit guaranteeing the above terms directly to UMass Lowell.

4. Technical Requirements

4.1. See Attachment B. Unit Price Schedule for quantities
   1. Quantities listed in Attachment B, Unit Price Schedule are estimated quantities required to furnish the required locations and do not represent a commitment to purchase said quantities.
   2. The University reserves the right to award in part or in whole.

4.2. General Specifications
   1. Materials specified in 5.3 shall be used. Any substitutions must be approved by the University or their Representative (Owners Project Manager, OPM)
   2. All Yardage indicated in Attachment A, must be verified by the vendor prior to production
   3. All wood, metal and laminates samples must be submitted to the University or their representative (OPM) prior to production
   4. Prior to Production cutting of proposed dyelot of fabric must be submitted to the University or their representative (OPM) for approval
   5. California Bulletin 117 (CAL-117)
     4.2.5.1. All Seating Components Must Pass CAL-117
     4.2.5.2. All Seating must be constructed in such a manner as to pass CAL-117
     4.2.5.3. Vendor must provide to the University certification that the seating has been constructed to CAL-117
4.2.5.4. Each individual piece of seating must have a decal affixed to it, indicating its compliance with CAL-117

6. Field Measurements
4.2.6.1. The vendor is required to make as many trips to the site as necessary to take field measurements to ensure accurate construction
4.2.6.2. All Field measurements must be coordinated with the University or their representative (OPM).

4.3. Materials
1. All panels, drawer fronts, and exposed rails are to be full length Northern grown solid oak except where noted. Internal rails, glue blocks, corner blocks, screw cleats, and spiral grooved dowels shall be made from Appalachian highland or northern grown hardwoods. All materials shall be selected to be free of any defects that might impair strength, appearance or serviceability and be properly kiln dried to a 5-7% moisture content through manufacturing.

2. All exposed wood parts including tops, end panels, drawer fronts, stretchers and connecting rails shall be no less than 3/4” thick to the finished size. Unexposed solid wood members shall be northern grown hardwood or Appalachian highland hardwood of the following species: red and white oak, poplar, pecan, hickory, sugar maple or ash and shall be free of defects that might impair strength or serviceability.

3. Plywood - Oak veneer plywood must be a plain-sliced oak hardwood Grade “A” veneer with northern grown hardwood core. Rotary cut veneers are not acceptable. No exposed edges

4. MDF - “medium density fiber-core,” may be used as the center core material when oak veneer is being used for large panels, such as wardrobe doors or sides. It must be a 45-pound density board and is not the same as “particle board” or “chip board.”

4.4. Method of Construction
1. 2. Cases and Frames
4.4.1.1. All joints and connections shall be made in such a manner as to allow for shrinkage and swelling without splitting or opening. Joints shall be made with wood dowels, square mortise and tenon, or flat tenon and groove. In addition, all joints shall be glued and screwed with high torque wood screws.
4.4.1.2. Where needed for additional strength, stress joints shall be reinforced using hardwood corner blocks, glued and screwed.
4.4.1.3. All cases shall be braced at each drawer level with front, back and two intermediate (front and back) cross rails, 4-sided framing at each drawer level.
4.4.1.4. All drawer rails, exposed and unexposed, shall be minimum 1-1/2 x 3/4” thick.
4.4.1.5. All case backs (back panels) shall be minimum 3-ply oak plywood, #1 oak face and sound back, no less than 5.2 mm thick (7/32”). Wood panels are to be sealed and finished to match the cabinet. Back panels shall be grooved (dadoed) into the case end panels and the bottom back rail unless otherwise noted. The bottom back rail is mortised, glued and screwed to the end panels.
4.4.1.6. All cases shall be constructed with a 2-1/2” minimum solid oak recessed kick rail tenoned to the case end panels and reinforced to the end panels with two wood
corner blocks, glued and screwed. All cases shall have a lower back exposed case rail.

2. Drawers
   4.4.2.1. All drawers shall be 5-sided. All drawer boxes shall consist of a front, back and sides constructed of solid maple, poplar, aspen, birch or sycamore not less than 7/16" thick. No plywood drawer sides. The drawer box front, back and sides shall be joined with full 1/2" dovetails on 1" centers, glued and clamped.
   4.4.2.2. Drawer bottoms to be as case backs; minimum 3-ply oak plywood, #1 oak face and sound back, no less than 5.2 mm (7/32") thick.
   4.4.2.3. All drawer bottoms shall be fitted into groves (dadoed) in sides, front and back, fastened and reinforced with a minimum of 8 wood glue blocks and mechanically fastened.
   4.4.2.4. All drawer bottoms over 30" (wardrobe) shall be reinforced on the underside with a 2-1/2" x 3/4" solid wood cleat running down the center and secured into the drawer box front and back by tenon and groove, glued and blocked. Alternate methods of reinforcing the large drawer bottom must be specified and approved.
   4.4.2.5. All drawer fronts including wardrobe shall be 3/4" solid oak with routed finger pulls, top or bottom. Routed finger pulls shall traverse entire drawer length.
   4.4.2.6. All fronts to have drawer parting rails at each drawer level. Care should be taken to construct drawers with maximum drawer depths (top and bottom) as drawer opening allows.
   4.4.2.7. All interior drawer surfaces shall be sealed, sanded and lacquered for a smooth, lint-free surface.
   4.4.2.8. All drawers shall be provided with 100 lb. test, ball bearing drawer slides, (KV or equal, must provide sample) with stops to prevent accidental removal.

3. Three Position Chair
   4.4.3.1. Bent Plywood Construction
   4.4.3.2. Leg, back and seat supports lamination finish must be constructed of a minimum of 20-ply.
   4.4.3.3. Seat panel finish must be constructed of minimum of 7-ply finishing to 7/16". Front of seat must be rounded for comfort.
   4.4.3.4. Chair backs - permanent rear panels must be constructed of several laminations to a finished thickness of 7/16", with removable cushion panels, on which foam and fabric are applied.
   4.4.3.5. Joints to be dowel pinned and glued
   4.4.3.6. Seats and back must be removable

4. Laminate Tops
   4.4.4.1. Top core shall be 3/4" thick high density particle board with a minimum average density equal to 47 lbs. per cubic foot.
   4.4.4.2. Top surface shall be a matching high pressure plastic laminate minimum .050" thick Wilsonart or equal, with balanced backing sheet.
   4.4.4.3. Top edges shall be manufactured to withstand bumping, and prevent delamination. Exact specification to be determined and approved.
4.4.4.4. Top to be secured to the case with #8 screws driven through the internal rails and penetrating no less than 1/2" into underside of the top. Screws are to be installed through each of the front and back rails and through cross rails positioned along the inside panel edge. Tops of desks can be removed and replaced if necessary.

5. Floor Glides
4.4.5.1. Floor glides for desks and dressers shall be nylon 3/4" in diameter and have an adjustable height of 1". Floor glides for wardrobes shall be metal with nylon tip, 1-1/4" in diameter minimum, with an adjustable height of at least 1". Sample to be approved.

6. Finish
4.4.6.1. Finish to be natural oak. All surfaces, including unexposed interiors and end grains are to be sealed with a Catalyzed Sealer. Specify product to be used.
4.4.6.2. A minimum of two top coats shall be a high quality clear catalytic or water-based finish. Specify product to be used.

7. 5. Substitutions
4.4.7.1. Alternate materials and methods of construction other than specified will be considered and evaluated. If not conforming to all specifications, bid must clearly identify what exceptions are being taken and where, with alternate method clearly explained in bid package.

5. Case Goods Specifications
5.1. 1. Desks With Drawers
1. Approximate dimensions: 42" W x 24" D x 30" H
2. Full length 41" front and back top spanner rails.
3. Knee stretcher rail to be substantially supportive, minimum 5/4" thick x 3 1/2" high.
4. Panels ends
5. There must be a front and back rail under the lap drawer for additional support.
6. Pedestal section to have (3) drawers of equal size.
7. Minimum (6) hardwood corner blocks in case (pedestal) section and (2) in knee hole section, screwed and glued at stress points.
8. Adjustable nylon glides, (6) per desk.
9. Pedestal (drawers) to be on right side when facing desk.

5.2. Dresser
1. Approximate Dimensions - 30" W x 30" H x 24" D.
2. Dresser must under fully lofted bed.
3. Drawers (3) must be equal in size
4. Solid oak sides and drawer fronts.
5. Laminate top.
6. Adjustable nylon glides, (4) per dresser.
5.3. Wardrobe/Dresser
1. Full length bottom drawer, with (2) built-in drawers on bottom of wardrobe.
2. Dimensions - 36" W x 24" D x 75" H.
3. All exposed components must be solid oak.
4. Bottom drawers must be supported to prevent sagging.
5. Wardrobe doors should not cover drawer fronts.
6. If using 1/4" plywood backer, use (5) back rails. Top and bottom back rails to be a minimum of 1 -1/2" thick and 3" wide. Middle cross rails to be evenly spaced, 3/4" thick, minimum 3" wide, and positioned on back side of case back (not inside of cavity and exposed when wardrobe is open).
7. Back to be recessed 3/4" from back side panel edge to allow for back cross rails and corner blocks. Back cross rails should be corner blocked for firm support. Bottom corner blocks should be substantial, and 1-3/4" thick, minimum, screwed and glued.
8. Back must be constructed of 1/4" oak plywood. Good side must face inside of cavity. Back panel is slid into dadoed groves on side panels and top and bottom rails. Backs must be finished for a clean look.
9. Top and floor of wardrobe cavity to be 3/4" high pressure laminate. Top to be attached with a minimum of 12 equally spaced screws through top apron rail and full length screw cleats on three other sides.
10. Beside the top and floor of the wardrobe cavity, there must be a “bottom/base” attached on all four sides under the drawers for stability.
11. Doors and sides must be 3/4" oak plywood, #1 oak face both sides, no less than (7) ply sound grade hardwood plywood; or oak veneer over MDF. All edges must have solid oak edge banding that meets the universities approval. Reveal on doors must be 3/16".
12. All hinged door closures must be heavy-duty magnetic type; Hinges must be heavy duty, piano type hinges. (Samples to be approved).
13. Hinged doors must have (2) towel hooks per unit mounted on the right inside door. Door handles to be specified and approved, must pull on 4" centers.
14. Clothes rod should be positioned no lower than 4" below wardrobe top.

5.4. Bed Ends (B_BD-01)
1. All bed ends must be identical.
2. Bed end to be manufactured for adjustable sleeping surfaces without use of bolts and nuts unless otherwise specified. Sample to be approved.
3. Bed ends must be made to accept a spring unit made to accommodate a 36" x 80" institutional mattress. Bed end width cannot exceed 38" and total length of bed not to exceed 86".
4. Spreadsers to be a minimum 1 1/4" x 3 1/2" finished size solid oak, and mortise and tenon, (3) per bed end.
5. Ends of uprights are to be shaped to provide stacking capability without the use of metal bunk pins and sleeves.

5.5. Spring Unit (B_SU-01)
1. Minimum must be 2' x 1-1/2" x 5/32" angle iron
2. Must have (2) center stabilizing bars (stretcher braces) made of 16 gauge, 1 inch O.D. steel tubing, or equivalent, bowed through the middle to allow for spring deflection.
3. Attachment system must be compatible with adjustable sleep heights.
4. All springs must have a minimum of 16, 9-1/2 gauge sinuous wire springs attached to the side frame rails.
5. All springs shall have a minimum of 5 evenly spaced connecting wire links between each spring to laterally stabilize the springs.
6. All springs shall have a minimum of 5-12 gauge tightly wound helical springs attaching each end spring to the end frame rails.

5.6. Dining Chair
1. Slat Leg Chair
2. 18” W x 18” d x 32” H
3. All exposed components must be solid oak.
4. Solid Oak back and Seat
5. Back to be Bent
6. Saddle style seat

5.7. Small Round Dining Room Table
1. 36” W x 29 ½” H
2. Matching laminate top
3. Four legs
4. Legs must be solid oak.
5. Minimum (4) hardwood blocks, screwed and glued at stress points.

5.8. Small Rectangle Dining Room Table
1. 48” W x 36” D x 29 ½” H
2. Matching laminate top
3. Four legs
4. Legs must be solid oak.
5. Minimum (4) hardwood blocks, screwed and glued at stress points.

5.9. Large Rectangle Dining Room Table
1. 60” W x 36” D x 29 ½” H
2. Matching laminate top
3. Four legs
4. Minimum (4) hardwood blocks, screwed and glued at stress points.

5.10. Small Coffee Table
1. 24” W x 24” D x 15” H
2. Matching laminate top
3. 4 legs
4. Minimum (4) hardwood blocks, screwed and glued at stress points.

5.11. TV Table
1. 48” W x 16” D x 15” H
2. Matching laminate top
3. Panel Ends
4. Back must be constructed of 1/4" oak plywood. Good side must face inside of cavity.  
Back panel is slid into dadoed groves on side panels and top and bottom rails. Backs  
must be finished for a clean look.
5. Backs to be pre-drilled with 2” holes for cable routing (one hole per section)
6. Center Support with two Shelves

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6. **Alternate Specifications**
   6.1. Alternate specifications are to be bid separately from the base bid
   1. **Large Coffee Table**
      6.1.1. 48” W x 24” D” x 15” H
      6.1.2. Matching laminate top
      6.1.3. 4 legs
   2. **Desks Without Drawers**
      6.1.2.1. Approximate dimensions: 36” W x 24” D x 30” H
      6.1.2.2. Full length 35” front and back top spanner rails.
      6.1.2.3. Knee stretcher rail to be substantially supportive, minimum 5/4" thick x 3 1/2" high.
      6.1.2.4. Panels ends
      6.1.2.5. Full Length lap (pencil) drawer.
      6.1.2.6. There must be a front and back rail under the lap drawer for additional support.
      6.1.2.7. Minimum (4) hardwood corner blocks in knee hole section, screwed and glued at stress points.
      6.1.2.8. Adjustable nylon glides, (4) per desk.
   3. **Three position Chair**
      6.1.3.1. Approximate Dimensions - 32” H x 17” W x 18” Seat Depth.
      6.1.3.2. Seat and back must be removable
      6.1.3.3. Seat and back must be padded and upholstered
         - Foam
            6.1.3.3..1. Must be high quality, a minimum of 1-1/2" thick on seat and 1" thick on back
         - Fabric
            6.1.3.3..1. Grade 6
            6.1.3.3..2. Minimum 100,000 double rubs
            6.1.3.3..3. Crypton or equivalent
   4. **Spare Parts**
      6.1.4.1. Drawer boxes - provide (10) each; desk, dresser and wardrobe.
      6.1.4.2. Bed ends - provide (10) sets.
      6.1.4.3. Spring unit - provide (10).
      6.1.4.4. Drawer tracks/guides - provide (10)
7. **Additional Services**
   7.1. **Communication**
       1. The successful bidder must designate a “contact” person to direct all communication between the factory and university. It is expected that this person will give periodic updates on production progress and delivery schedules.

7.2. **Samples**
   1. After the review of bids, selected bidders must provide samples for evaluation. Samples will not be returned
   2. Samples must be provided with ten (10) calendar days of notification.

8. **Delivery and Installation**
   8.1. **Delivery**
       1. Product complete and staged locally for delivery to the University by August July 1, 2016
          8.1.1.1. Should construction delays, delay the installation date of the furniture, it can be held for up to 21 days without charge to the University
          8.1.1.2. Should construction delays, delay the installation of the furniture by more than ten (21) days, the bidder must specify the daily storage fee per sq. foot.
       2. All components must be packed and shipped in such a manner as to adequately protect them from damage.

8.2. **Installation**
   1. Installation is scheduled for the first week of August, 2016
   2. Vendor will be responsible for coordinating the installation with the University or their representative (OPM)
   3. All furniture is to be delivered, installed and set up in the designated area by the successful bidder. Installers must be clearly identified by uniform, shirts or hats and supervised by successful bidder or moving company professional.
   4. Union labor is NOT REQUIRED for installation.
   5. Building Elevators will be made available for installation
   6. Vendor is responsible the removal and proper disposal of all packing and shipping materials
   7. **Punch List**
      8.2.7.1. University owned or project related dumpsters ARE NOT AVAILABLE for vendor use
   8. Vendor is responsible for any damage to facilities or fixtures damaged during installation
      8.2.8.1. This includes all marks on floors and walls.

9. **RFP Response Required Requirements**
   9.1. Proposals must include:
       1. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.
       2. A detailed description and the full specifications of the product(s) proposed. Each firm should indicate in its proposal the firm’s ability to achieve/comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the listed specifications in this RFP, the firm should detail its proposed change(s) and how the proposed change(s) would compare to the listed
 specification. Proposals should be formatted in such a way to address each of the above specifications in a line-by-line process.

3. The estimated ship date of the product from the time of the order (i.e., 10 weeks after order)

4. Information on the warranty associated with the product the firm is proposing and any extended warranty beyond the minimum required by the RFP

5. A list of all institutions of higher education you have provided case goods and or fully upholstered furniture for with approximate $ value, contact names and telephone number for the last three years.

6. Attachment A, Proposal Offer (signed)

7. Attachment B, Unit Price Schedule

8. Attachment C, Certificate of Tax Compliance (signed)

9. Attachment D, Certificate of Non-Collusion (signed)

9.2. Submission of Proposals:

Please provide proposal in pdf format to purchasing@uml.edu, no later than 11:00 a.m. on May 25, 2016, to:

Gary T. Nolan, C.P.M.
Sr. Strategic Sourcing Manager
UMass Lowell
Wannalancit Business Center, Rm 415
600 Suffolk Street
Lowell, MA 01854
purchasing@uml.edu

MARK SUBJECT LINE: “Residence Hall Room furniture RFP CL16-GN-0082”

Proposal selection is expected by May 30, 2016; the selected vendor will be asked to begin work immediately on execution of a contract.
10. Terms and Conditions

10.1. Disclaimer

1. UMass Lowell reserves the right to reject any and all bids and to adapt the project’s specifications based on information received in the course of this negotiation. Information in the proposal deemed proprietary by the vendor should be specifically identified, and will be kept in confidence. UMass Lowell will not be responsible for any costs incurred by a vendor in the preparation and/or production of a proposal.

2. The University may cancel this proposal at any time under any condition.

10.2. Selection and Notice

1. Awards shall be let to the proposer who, the University, in its opinion, deems responsive and responsible taking into consideration the reliability of the proposer, the qualities of service and products to be supplied, and their conformity with the requirements and the purposes of which required. While considered, pricing will not be the main factor in selection.

2. The University reserves the right to reject any and all proposals, to omit an item or items, or to accept any proposal deemed to be in the best interest of the University.

3. The University will notify the selected vendor of its decision and will be prepared to enter into a standard University contract and/or issue a Purchase order immediately upon selection and notification that the offer to engage is accepted by the vendor. The University may request clarification of any proposal by phone, e-mail, in writing or during an in-person presentation.

10.3. Contract for Service

1. The selected firm will be expected to enter into a standard University Contract for Services (Attachment D). Any exceptions to the standard form contract should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

10.4. Entire Agreement

1. This proposal represents the entire agreement. Any terms on a contractor’s invoice are not a part of and are not merged into the agreement, unless mutually agreed upon by UMass Lowell and the contractor in writing. Any exceptions to the terms and conditions contained within this proposal must be so noted in writing within the contractor’s response. Any exceptions taken to the terms and conditions within this proposal may result in the classification of contractor’s response as non-responsive and no consideration for award will be given.
10.5.  Payment Terms

1. All services should be billed in arrears. The University Payment Terms shall be net 30 from the date UMass Lowell receives the 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. Please state your billing schedule tied to deliverables.

10.6.  Freedom of Information

1. All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

10.7.  Certification of Non-Collusion

1. Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.

10.8.  Compliance with Laws and Regulations

1. In accordance with the terms and conditions of this RFP, 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 and products 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.

10.9.  Equal Opportunity/Affirmative Action

1. 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.

10.10.  Proposal Conditions

1. Proposal must be signed by an official authorized to bind the vendor to its provisions.

2. This RFP document must be returned and signed as required in section 3.14 Proposer Representation.
3. Proposals must remain valid for at least 90 calendar days from the deadline for proposal submission.

4. Late proposals will not be considered. Proposals must be in the Purchasing Department before the date and time specified. Postmarks are not considered in determining late proposals. However, should a late proposal be the only response and if the proposal is also postmarked prior to the date and time of proposal opening, Purchasing may choose to make award to the proposer if it is determined that acceptance of the late proposal is in the best interest of the University of Massachusetts Lowell. When no proposals are received, in urgent circumstances the Purchasing Department may make an award based upon informed competition and without advertising.

5. Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification may be either in writing and signed by an authorized representative of the proposer, or made in person at the Purchasing Department provided in the latter case that the proposer or his authorized representative shows adequate identification. FAX withdrawals, but not modifications, will also be accepted, provided written confirmation by the proposer is mailed and postmarked on or before the date and time set for proposal opening.

10.1. Proposer Representations

1. Each proposer by making its proposal represents that:

2. The proposal document and requirements have been read and understood by the proposer.

3. The proposal is based upon the items described in the RFP documents and requirements without exceptions.

4. The proposal has been arrived at independently and is submitted without collusion.

5. The contents of the proposal have not been disclosed by the proposer nor to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.

6. No attempt has been made or will be made to induce any other person or firm not to submit a proposal.
Proposal Offer

CL16-GN-0082

Proposers are required to sign this form and submit it with their bid proposal.

To the University of Massachusetts Lowell, the undersigned proposes to provide services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: CL16-GN-0082

The undersigned also hereby declares that it is the only person or persons interested in this proposal, that the proposal is made without any connection with other persons making any bid for the same work; that no person or persons directly or indirectly interested in this proposal, or in any contract which may be made under it, is expecting profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the specifications prepared for this case and herein mentioned. The undersigned declares that, in regard to the conditions affecting the work to be done, this proposal is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Commonwealth of Massachusetts.

Company/Firm Name of Bidder: 

Name of Signatory (Person signing below): 

Contact Name: 

Contact Telephone Number: 

Contact Business Address: 

Contact City and State: 

Contact Email Address: 

Authorized Signature: 

Printed Name and Title: 

Date of Offer: 

Duration of Offer (minimum 90 Days) 
## Attachment B
### Unit Price Schedule
CL16-GN-0082

<table>
<thead>
<tr>
<th>Bid</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
<th>Freight &amp; Installation</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Unit</td>
<td></td>
<td>180</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bed (Complete, including 2 headboards, 2 footboards, stabilizer bar, and spring)</td>
<td>180</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Mattress</td>
<td>180</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Desk</td>
<td>180</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Desk Chair</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Wardrobe Cabinet</td>
<td>105</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Sectional Sofa</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Television Stand</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Coffee Table</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Dining Room Table</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Unit</td>
<td>Dining Room Chair</td>
<td>72</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternate Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Alternate Unit</td>
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<td>Alternate Unit</td>
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<td></td>
</tr>
<tr>
<td>Alternate Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

(Name of Person Representing Company/Firm): ________________________________,

for (Name of Company/Firm): ________________________________

whose principal place of business is located at:

Company Address: _______________________________________________________

Do hereby certify under the pains and penalties of perjury that the above mentioned named contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Authorized Signature:_____________________________________________________

Printed Name: ___________________________________________________________

Title:_______________________________________________________________

Date: _______________________________________________________________
Attachment D

Certification of Non-Collusion

CL16-GN-0082

Bidders are required to sign below and submit this form with their bid.

A person submitting a bid or a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

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.

(Signature of individual submitting bid or proposal) and Date

(Name of business)

Signature Date: ________________________________
This agreement is made, entered into, and effective on __________________ by and between the University of Massachusetts, ___________________ (Campus), (hereinafter called “University”), an agency of the Commonwealth of Massachusetts and ________________________________________________________. (Contractor’s legal name and address) (hereinafter called the “Contractor” and collectively the “Parties”).

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

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

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

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

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

3. Dates of Performance: From: ________________________ To: _________________________. (Start Date) (Completion Date)

4. Responsible University Official: The University Official exercising managerial and budgetary control for this Contract shall be: __________________________________________________________. (Name and Title)

5. Payment:

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

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

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

D. Reimbursement for Travel and Other Contractor Expenses:

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

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

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

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

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

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

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

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

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

11. Termination:

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

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

12. Obligations in Event of Termination:

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified.
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.

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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 lawsuit 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. **PCI Compliance.** If, in the course of its engagement by University, Contractor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) and if applicable, Payment Application Data Security Standard (PA DSS) requirements, including remaining aware at all times of changes to these standards and promptly implementing all procedures and practices as may be necessary to remain in compliance with these standards, including promptly notifying the University of its non-compliance, in each case, at Contractor’s sole cost and expense. Both parties are responsible for the security of the cardholder data that is in such party’s control or possession, as mandated by PCI Security Standards Council (PCI SSC) in the performance of their individual and mutual responsibilities under this Agreement.

29. **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.

30. **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
__________________________ (Name)

Sig: ________________________  
Name: ________________________  
Title: ________________________

CONTRACTOR

Sig: ________________________  
Name: ________________________  
Title: ________________________