1. **OVERVIEW**

1.1. The University of Massachusetts Lowell seeks proposals from qualified firms for furniture removal services across our three campuses within the City of Lowell.

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 nanomanufacturing, biomanufacturing, bioinformatics and advanced materials. The University is a nationally ranked research institution 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](http://www.uml.edu).

2. **BACKGROUND AND CURRENT ENVIRONMENT**

2.1. The current environment includes various locations where furniture is to be removed, repurposed or recycled as needed. The Contractor is required to remove all furniture from locations across campus. See Attachment G Campus map.

2.2 Fiscal Year 2015 (July 1, 2014 – June 30, 2015) Waste and Recycle Volumes: 30,000 lbs. (15 tons). Please note: Recycling of furniture varies from year to year

2.3 UMass Lowell believes there is opportunity to improve its resource efficiency by, reusing materials and increasing both the recycling and repurposing of furniture. UMass Lowell is seeking a partner who will work with the university to continuously reduce furniture waste and continually increase our recycling efforts.
3 PROGRAM REQUIREMENTS

3.1 This bid is expected to be an aggregate award. However, the University reserves the right to award this bid in part or in whole. Bids will not be accepted for partial or incomplete submissions. The awarded service provider shall be considered the Prime Contractor; Recyclers bidding in conjunction with a Prime Contractor will be considered a subcontractor. This project consists of Recycle/Repurposing of furniture.

The contract with the successful bidder shall be for 36 months, estimated to be from December 1, 2015 through November 30, 2018. Prior to the completion of the initial 36 month period, the University will evaluate the performance of the successful bidder. If the review is positive, the University of Massachusetts Lowell shall issue a contract for individual, successive 12 month periods, with the total contract duration not to exceed five (5) years (60 months).

The contract shall be governed by the University of Massachusetts Lowell Contract General Conditions. Bidders may not alter (manually or electronically) the RFP or the language or any RFP component files. Modifications to the body this RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibit. Any unauthorized modifications may disqualify a Response.

3.2 PRICING: Bidders must complete and submit Attachment D with their proposals and pricing for Attachment E in lieu of real project and walkthrough. Bidders will provide pricing for all services identified in this Request for Proposal and as defined in Bidder’s response. Bids shall include, but not be limited to, fuel, environmental fees, license fees, sales tax, cost of insurance, bonds and any other cost incidental to the work. The University reserves the right to reject any and all bids. The University reserves the right to offer contracts to other than the lowest bidder if the University deems the bidder as the best value.

3.3 OPERATIONS PLAN: Bidders will provide a preliminary plan that outlines the approach and methods for managing The University’s furniture removal. The successful Bidder will refine their plan as they become more familiar with The University’s campus and operations.

The plan should include:

- Disposal of Furniture Responsibly
- Tracking the gross weight per shipment in tons or pounds by material
- Tracking the weight of repurposed furniture.
- Identify the best markets for repurposed furniture

3.4 WASTE COMPOSITION: Describe how you will measure the composition of the University’s waste streams and identify your data information management tools that will be used to track University waste streams. The awarded Contractor will be required to measure and report all materials removed from the University. The Contractor will be required to isolate and record these volumes by using vehicles exclusive for services to the university or by using vehicles equipped with scales capable of recording actual weights “in” and “out” of service to the university.

3.5 REDUCE WASTE GENERATION: Describe the approach you will use to identify all opportunities to reduce the volume of waste thereby increasing the amount of
recycled/repurposed items that are generated with consent from and collaboration with the following UMass Lowell entities: Facilities Management and the Office of Sustainability.

3.6 GENERAL REQUIREMENTS: Work is to consist of the furnishing of all labor, materials, tools and equipment and the performance of all work required to haul and dispose/ recycle/repurpose the furniture. Contractor is hereby advised the work to be performed is within the jurisdiction of the Commonwealth of Massachusetts and the Contractor, his employees or others involved in the removal of furniture are subject to the rules and regulations of the University. The Contractor shall be responsible for all damage to State and/or University property and any damage will be repaired immediately, without cost to the State and/or University, to the complete satisfaction of the University. The University will assess the extent of damage and cost for repairs. Reimbursement of damage not requiring an insurance claim shall be immediately recovered via an invoice credit. Please see Attachment I UMass Lowell Contractor Rules and Regulations.

3.7 MEASUREMENT AND REPORTING: Provide a plan to measure The University’s furniture removal, maintain accurate records of weights and volumes from each specific pick-up location using an onboard tracking system. Describe how you will report specific weights of materials from each building electronically in a format that may be accessed by The University online at any time. Access must include multiple views and rollups of data, but minimally will offer daily, monthly, and year-to-date viewing options by building and subsets of buildings to be determined by The University. All data must be provided in Microsoft Excel format or be easily accessible for downloading by The University into Microsoft Excel format.

Provide examples of reporting capabilities.

Provide monthly cost breakout or as needed basis for transportation and disposal fees for each location with each bill. The successful Bidder will be required to maintain third-party receipts, for the duration of the contract, showing weights of materials sold, resulting costs and revenues. The University maintains the right to review all such documentation. All monthly reporting will accompany monthly invoicing and will be provided monthly, by email, to the designated official(s) defined by the University.

3.8 PROCESS FOR CONTINUOUS IMPROVEMENT: Describe your process to provide continuous improvement over the term of the contract (including right-sizing account annually, audits, outreach and communications, etc.).

3.9 OPERATION OF VEHICLES: The Bidder shall ensure that caution is used in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:

- Collection vehicles shall not obstruct or block passage of other motor vehicles.
- Collection vehicles shall not be operated in reverse unless absolutely necessary, i.e., in the case of a dead-end street with no turn-around.
- Each vehicle shall be equipped with all safety equipment required by State and Federal law.
- Collection vehicles shall be inspected daily to ensure that all safety equipment, including back-up alarms and warning lights are operating properly.
3.10 EMPLOYEE CONDUCT: Employees of the Bidder are a main contact with University staff and students. As such they are required to act in a courteous and respectful manner at all times, and conduct themselves appropriately towards all members of the general public. Rude and offensive conduct, including foul and abusive language, shall not be tolerated. The University may require that an employee behaving inappropriately be removed from employment under this Contract.

No employee with a Criminal Record or lacking a clear CORI and SORI report shall be assigned to work at University of Massachusetts Lowell without the prior express written permission of a duly authorized signatory of the University.

3.11 NOISE: The Bidder shall avoid excessive noise in the course of its operations.

3.12 SALVAGING: Salvaging at any time is prohibited.

3.13 BILLING: The successful Bidder will provide monthly billing statements itemized by project and location to The University with all hauling costs separate from secondary material processing, recycling revenues/fees, or waste disposal tip fees. Invoices shall clearly indicate the Purchase Order number(s), weight/tonnage reporting and any other line items you envision to meet the above requirements for cost transparency.

- Present your procedures for billing and allocation of costs (from pick-up to bill).

3.14 REPORTING AND PERFORMANCE REVIEW: The successful Bidder will provide a comprehensive quarterly report that includes all activities related to recycling and waste minimization efforts including costs, metrics, service levels, etc., and that provides visibility into waste minimization/recycling progress, performance, and costs/savings.

3.15 AWARD TO MULTIPLE LOCATIONS: Should this bid process result in an offer acceptance, it is anticipated that all agreed pricing, terms and conditions between the selected vendor and the University of Massachusetts Lowell shall be extended and made available to the five campuses within the University of Massachusetts system (Lowell, Amherst, Boston, Dartmouth and Worcester) as well as the University of Massachusetts Systems office located in Shrewsbury, at each’s discretion and under separately negotiated contract. While this is not a requirement of the bid, indicate whether or not you could fulfill this obligation.

4. **BID SCHEDULE**

- Request for Proposal Issued September 21, 2015
- Bidders Questions to UML September 30, 2015
- Anticipated Responses to Bidders Questions October 2, 2015
- Proposals Due October 9, 2015
- Anticipated Award November 2, 2015
5. **RFP RESPONSE REQUIREMENTS**

5.1 The following information and forms must be reviewed and submitted via email to purchasing@uml.edu as part of your proposal. Any exceptions to the bidding requirements should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

   a. Bidders Response to all Items in Section 3 – Program Requirements
   b. Attachment A: Proposal Offer (Signature Required)
   c. Attachment B: Required Affidavit of State Tax Compliance (Signature Required)
   d. Attachment C: Certification of Non-Collusion (Signature Required)
   e. Attachment D: Price Proposals

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response is not desired. Unless specifically requested in the RFP, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. Submissions will become part of the official records for this RFP and cannot be returned.

Please provide a concise proposal in electronic form, no later than 11:00 a.m. on Friday, October 9, 2015 to:

   purchasing@uml.edu
   Attn: Heather Tziotziouras
   Procurement Specialist
   UMass Lowell
   Wannalancit Business Center, Rm 415
   600 Suffolk Street
   Lowell, MA 01854

   MARK SUBMITTAL: “RFP CL16-HT-0014”

6. **QUESTIONS/RFI’s**

6.1 All Questions should be submitted electronically via email no later than 5:00 pm, EST, on Wednesday, September 30, 2015 and directed ONLY to:

   purchasing@uml.edu
   Attn: Heather Tziotziouras
   Procurement Specialist

6.2 For the duration of this bid process, if it is determined that a bidder fails to comply to this requirement and initiates correspondence with any other UMass Lowell staff or representative about this bid process, they may be subject to disqualification.
7. TERMS AND CONDITIONS

7.1 Disclaimer
a. 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.
b. The University may cancel this proposal at any time under any condition.

7.2 Selection and Notice
a. Awards shall be 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. Specifically, the following evaluation criteria will be used:

i. Completeness of the Proposal
ii. Price and escalation costs
iii. Prior experience in contracts of similar size and scope
iv. Time for Response (14 day removal response to include a 7 date proposal response)
v. Tracking
vi. References

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

7.3 Contract for Service
a. The selected firm will be expected to enter into a standard University Contract for Services (see Attachment F: Contract for Services – Sample). 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.

7.4 Entire Agreement
a. 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.

7.5 Payment Terms
a. 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.

7.6 Pricing
a. Contract pricing shall be made available to the university for a period of three years from the date of award.
b. Prices bid shall be fixed annually from date of award.
c. In years two through three, vendors may request one pricing increase per contract year.
d. Vendor must request price adjustments for service fees and license cost, in writing, 30 days prior to the renewal date.
e. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Boston Area.
f. The price increase shall be capped at 3.0%.
g. If the vendor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the university receives their written request.

7.7 Assignment
a. The Contractor shall not assign the Contract nor sublet it in whole or in part, or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the prior written permission of the University. The Contractor shall not assign any monies due, or to become due to him under this Contract, without the previous written consent of the University.

The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall, at the election of the University:

(a) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the university.
(b) Fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.

Failure of any subcontractor to perform shall not relieve the Contractor of its obligation to fulfill the terms and conditions of the Contract as set forth herein.

7.8 Termination
a. For Non-Performance – Whenever, in the university’s judgment, the Contractor has failed to perform according to this Contract, the University shall notify the Contract Manager in writing, detailing the non-performance and citing the specific section of the Contract and/or specifications. The University shall also cite the remedy (daily penalty
and/or termination of the Contract). The contractor shall have ten days to correct the non-performance or to respond in writing as to why the contractor believes it is in compliance with the Contract. If at the end of ten days, the non-performance has not been resolved, then the University may withhold the daily penalty from the day of first notice of non-performance, and/or terminate the Contract and exercise its rights under the Performance Bond. In the case where the contractor corrects non-performance within the ten-day period, the University may still, at its discretion, withhold the penalty amount from the payment due the contractor for each day of non-performance.

b. For Improper Performance - The contractor agrees that if at any time during the term of this Contract the University determines that the contractor is negligently or incompetently performing the work, or any part thereof, or is unable to the satisfaction of the University to perform the same, or is not complying with the direction of the University, or with the regulations or orders of the Appropriate University Officials or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, or is disposing of the refuse without a permit therefore in any municipality that requires such a permit the University may, at its election at any time thereafter, terminate this Contract by giving ten days written notice thereof to the contractor specifying the effective date of such notice and upon the date so specified, Contract shall terminate, unless the reasons for the termination have been corrected by the contractor.

7.9 Freedom of Information
   a. 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.

7.10 Certification of Non-Collusion
   a. 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.

7.11 Compliance with Laws and Regulations
   a. 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.

7.12 Equal Opportunity/Affirmative Action
   a. 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.

7.13 Proposal Conditions
   a. Proposal must be signed by an official authorized to bind the vendor to its provisions.
b. This RFP document must be returned and signed as required in Section 5.

c. Proposals must remain valid for at least 90 calendar days from the deadline for proposal submission.

d. 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.

e. 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.

7.14 Proposer Representations

Each proposer by making its proposal represents that:

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

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

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

d. 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.

e. No attempt has been made or will be made to induce any other person or firm not to submit a proposal.
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 equipment and services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: Bid number **CL16-HT-0014**, and included **Addenda** numbered: __________________________________________________________

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.

The undersigned also hereby declares that the pricing and information provided in their response are accurate and binding.

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
Required Affidavit of State Tax Compliance
CL16-HT-0014

Pursuant to Massachusetts General Laws, Chapter 62C Section 49A, Clause (B), added by Section 36 of Chapter 233 of 1983:

Name (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 C
Certification of Non-Collusion
CL16-HT-0016

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: ____________________________________________

Printed Name of Individual Submitting Bid or Proposal: ________________________________

Name of Business: ____________________________________________

Signature Date: ____________________________________________
Proposers are required to complete this form and submit it with their bid proposal.

Provide a rate for each of the areas indicated below. Proposals must be all inclusive, but not limited to, fuel, environmental fees, license fees, cost of insurance, bonds and any other cost incidental to the work.

<table>
<thead>
<tr>
<th>A: Disposal Rate</th>
<th>$___________________/(lbs. or ton)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B: Repurpose Rate</td>
<td>$___________________/(lbs. or ton)</td>
</tr>
<tr>
<td>C: Recycle Rates</td>
<td></td>
</tr>
<tr>
<td>1. Metal</td>
<td>$___________________/ton</td>
</tr>
<tr>
<td>2. Wood</td>
<td>$___________________/ton</td>
</tr>
<tr>
<td>3. Plastic</td>
<td>$___________________/ton</td>
</tr>
<tr>
<td>D: Labor Rate Regular Time</td>
<td></td>
</tr>
<tr>
<td>(Monday-Friday 7am-5pm)</td>
<td>$___________________/hour</td>
</tr>
<tr>
<td>E: Labor Rate Premium Time</td>
<td>$___________________/hour</td>
</tr>
<tr>
<td>F: Transportation Rate</td>
<td>$___________________/hour</td>
</tr>
<tr>
<td>G: Total Bid for attached Sample Project</td>
<td>$___________________</td>
</tr>
</tbody>
</table>
Sample Project Images

Image #1

Image #2

Image #3
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
Sample Project Images

Image #13

Image #14

Image #15
Sample Project Images

Image #16

Image #17

Image #18
This agreement is made, entered into, and effective on ________________ by and between the University of Massachusetts, Lowell (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
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.” The 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)

CONTRACTOR
_________________________________(Name)

Sig: ______________________________
Name: ____________________________
Title: ____________________________
Everything You Need to Know about Parking on Campus is available at www.uml.edu/UCAPS

Where to Park

- P1: Visitors by Reservation
- P2: Visitors/Metered Parking
- P3: Open to All, except FR/SG Commuters
- P4: Faculty/Staff
- P5: Faculty Only
- P6: Resident Students*
- P7: Commuter**
- P8: Reserved Parking

*Lots restricted to students living in closest hall
** Lots restricted to students by class year and campus of major

Nearby every parking lot has designated handicapped spots. Those located in gated lots can be accessed by talking to the dispatcher via intercom at the gate.

CP: Carpooling spaces

P1 and P4: Salem Lot Admissions Lot preferred permit

Parking on Campus

Visitors may park in lots marked “Visitor” or “Open to All.” Reservations or hang tags are required by contacting UCAPS at (978) 934-2800 or UCAPS@uml.edu.

All members of the UMass Lowell community must register any vehicle they operate on campus.

Instructions for registering a vehicle are at www.uml.edu/UCAPS.

This map is for reference only, and lot designations are subject to change. Please refer to www.uml.edu/maps for current information.
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 date of 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.
<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>
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<tr>
<td>MOVING INSTALLERS</td>
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</tr>
<tr>
<td>MOVING PACKER/CRATER</td>
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<td>$14.94</td>
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<tr>
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<td>$0.00</td>
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<td>TRAILER DRIVER (MOVING)</td>
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</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, 2:4, 2:4, 4:6, 4:7, 6:9, 7:10, 8:10, 8:11, 9:13, 10:13, 10:14, etc.

**** APP to JM: 1:1, 2:2, 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.
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.

9. **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.

10. **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#.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

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

17. 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.

18. 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.

19. 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)

20. 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 and the UMass Lowell Combustion Equipment Inventory Form. 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.