REQUEST FOR BID

UNIVERSITY CONTRACT FOR CARPET CLEANING SERVICES

RFB CL12-MD-0022

SUBMITTED BY THE LOWELL PURCHASING DEPARTMENT
NOTICE TO CONTRACTORS
THE COMMONWEALTH OF MASSACHUSETTS
UNIVERSITY OF MASSACHUSETTS Lowell

Contract Number: CL12-MD-0022

Sealed bid proposals for the Carpet Cleaning Services will be received by the Commonwealth of Massachusetts, University of Massachusetts Lowell.

Sealed bids for the General Contract must be submitted on a form furnished by the University and will be received no later than 2:00 P.M., EST on December 12, 2011.

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

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

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

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

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

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

Messenger and other type of pick-up and delivery services is the agent of the Bidder, and the University assumes no responsibility for delivery or receipt of the documents.
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All Bid forms must be completed, signed and returned.
GENERAL INFORMATION

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

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

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

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

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

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

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

The goal of this RFB is to award this contract to the responsible contractor offering to perform the contract at the lowest price. Contractors will be ranked with the contract award going to the 1st Successful Bidder (Awardee). If for any reason during the course of the contract the Awardee is unable to meet the demands of the University, the University reserves the right to award an individual job(s) under the contract to the 2nd place Contractor. If the 2nd place bidder can not meet the demand then the University will proceed down the list of bidders, in order of rank, until the demands of the University are satisfied.
All Responses must be presented using the same numbering and ordering sequence used in this RFB or as otherwise specified.

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

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

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

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

The Contractor shall maintain records pertaining to the services performed, in accordance with University acceptable accounting principles. In the event the University should dispute an invoice, the Contractor’s records, pertaining to the disputed invoice, shall be made available to the University or its authorized representative, for review.

**STANDARD REQUIREMENTS**

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

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

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

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

If hazardous (or suspicious) materials are encountered on site, contact the Environmental Health& Safety (EH&S) Department and the UML Trades or Project Manager immediately.
Selection of Contractor’s Employees: Contractor shall make reasonable efforts to obtain background information on any applicant or employee assigned to work at UML under this contract. Such background information should include, but not limited to, reference checks and verification of prior employment, and any information relevant to the applicant or employee’s reliability and trustworthiness. In addition, Contractor shall perform a criminal record check for any employees to determine whether such employee should be assigned to work at UMass Lowell under this contract.

RIGHT OF THE UNIVERSITY TO TERMINATE CONTRACT

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

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

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

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

SCOPE OF WORK

The purpose of this procurement is for the University to establish a Carpet Cleaning Service with a Contractor who is capable of restorative carpet care for halls, classrooms and offices at any time when the University does not have the available resources to do so. Restorative carpet care is defined as spot and vacuum floor, then clean entire carpet (where accessible) with an extraction machine according to manufacturer’s instruction. In addition contractor shall place carpet protectors under metal tipped furniture legs.

Contractor shall make minor adjustments or shifts to portable furniture in order to extract carpets.

Provide all necessary elements including labor and equipment, materials, tools, and vehicles as required on a contracted per call basis for Cleaning Services. Prices, prevailing wage schedule and terms and conditions shall remain firm throughout the term of the contract. Bids for hourly rate shall be entered for each labor category listed and shall include the prevailing wage, overhead with associated direct costs of insurance and profit (Form for General Bid Attachment A).
The Contractor shall assume all costs and responsibilities for all new and good quality materials, labor, equipment, materials, tools, and vehicles required for the services covered under this document. The University will not provide any labor, equipment, tools, or vehicles nor assist with nor accept responsibility for any of the covered services. However, the University reserves the right to purchase material or rent equipment needed for specific jobs with the Contractor only to provide labor. The University Representative will accompany the Contractor to the work area and will provide access to the worksite.

**Remove Carpet Stains**
Contractor shall use carpet stain remover, a dampened utility brush, un-dyed or white cloths, aerosol gum remover and wet/dry tank vacuums to remove non-permanent stains from carpeted floors. Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Contractor shall spray carpet stain remover onto the stain and use a utility brush, if required.

**Carpet Shampooing, Extraction Method**
Contractor shall vacuum the carpet sufficiently prior to shampooing/extraction to remove dry loose soil from the carpet pile. Contractor shall use a pile brush to raise the carpet pile before and after shampooing if necessary in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration or to provide for adequate drying of the carpet. Contractor shall completely shampoo carpets using water extraction equipment and supplies, and remove carpet stains in the specified area. Contractor shall shampoo areas such as corners that are inaccessible to the equipment with manual scrubbing devices. After shampooing and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern that will give the carpet pile a uniform appearance. Contractor shall provide and apply walk off matting as well as proper Safety Signage where applicable to prevent slips and falls when patrons walk off damp carpet onto tile floors. Floor fans should also be provided by the Contractor and used in the drying process.

The services outlined in the scope of work may be required in both Academic and Residential Buildings under the jurisdiction of the University.

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

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

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

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

The Contractor shall cooperate with the University to minimize conflict and to facilitate the University occupant’s operations.

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

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

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

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

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

**WAGE SCHEDULE**

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

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

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

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

The University of Massachusetts Lowell reserves the right to refuse entry to any work site and the campus of any employee.

Authorized personnel of the Contactor must be capable of being reached by telephone or beeper at all times.

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

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

GUARANTY AND WARRANTY

The Contract shall comply with the Commonwealth of Massachusetts Building Regulations, under 780 CMR 30, during the performance of any services under this contract.

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

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

SUBCONTRACTING WORK

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

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

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

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

Responses must be submitted to: University of Massachusetts Lowell Wannalancit Business Center Purchasing Department 600 Suffolk Street Suite 415 Lowell, MA 01854

All responses must be submitted in a sealed envelope clearly marked with the RFB number, title, opening date and time on the face of the envelope. If using FedEx or similar delivery service be sure this same information is marked on the outside of the delivery service envelope.

A. DEADLINE FOR RESPONSES

UNIVERSITY must receive all responses to this solicitation at or prior to 2:00 PM (EST), December 12, 2011, to be considered. It is the sole responsibility of each Bidder to see that their Bid is received in proper time. Any Bid received after the scheduled Bid opening time will not be considered.

B. TERM OF CONTRACT AND OPTION TO EXTEND

The contract shall be for a period beginning on or December 12, 2011 and continue through December 30, 2013, with the option to renew the contract for an additional two (2) 1 year extensions.

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

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

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

The University’s Contract for Services in (Attachment G) is incorporated into this RFB, no changes to the contract will be allowed. The successful contractor will be required to conduct all work under this Bid Award in accordance with all terms and conditions set forth in RFB CL12-MD-0022 and its attachments.

D. SELECTION AND AWARD CRITERIA

From the total information requested, award shall be made as to the most advantageous proposal to the University.

Evaluation of each proposal shall be made based on the following criteria, listed in relative order of Importance:

1. Price
2. Experience and Qualifications

Proposals shall remain open and subject to acceptance for 90 days from the date of proposal opening. During this period, respondents may not make material modifications, corrections, or changes (including pricing) to their proposal.

E. CONTRACTOR PERFORMANCE CRITERIA

The Contractor’s performance will be evaluated on an ongoing basis, and will be utilized in determining whether or not to continue with the Contract. Performance may result in cancellation of the contract.
F. BONDS & INSURANCE

Release of Bid Deposit

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

Basis of Payment

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

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

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

The Weekly Payroll Report Forms and invoices shall show, as a minimum, the contract number, the names(s) and trade labor classifications(s) of the individual(s) performing the services, the dates, hours, description, and location of the services performed, units of measurement, unit prices, the total cost for each service call, and all other information pertinent to each associate form and invoice.

The University will withhold payment until completion of the respective work or services, including receipt of all submittals, as required under all sections of this document, and upon approval of the respective work or services, by the University Representative.

All invoice and Weekly Payroll Report Forms shall be submitted to:

University of Massachusetts Lowell
Pat Vaillancourt
Wannalancit Business Center
G. LIABILITY INSURANCE

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

1. The following minimum insurance coverage is required.

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

H. PAYMENTS

Payments to the Contractor will be made on a per-job basis. At the completion of a job the Contractor shall present the University with an invoice for payment, which shall be paid within 30 days, provided the work is satisfactory to the University; and an original Weekly Payroll Record Report & Statement of Compliance is attached to the invoice for payment.

I. FEES

The Cost of permits and inspection fees shall be paid by the Contractor, and reimbursed at cost by the University as part of job invoice.
FORM FOR GENERAL BID (Attachment A)

One (1) Original and two (2) copies of all pages of this FORM FOR GENERAL BID and all other documentation required under this document shall be submitted at the time of bid.

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

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

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

Failure to enter a percentage figure under RENEWAL OPTION of this section, for an increase in price for the renewal year, will be interpreted as a zero (0%) percent figure and the Successful Bidder will be held to the TOTAL BID PRICE FIGURE, with, not price increase, for the renewal period.

DOLLAR VOLUME

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

CONTRACT RATE

The Contract Rate, as referenced under this Section and entered by the Bidder shall be full compensation for the cost of materials, labor, including all fringe benefits, tools, equipment, vehicles, travel expenses, overhead, insurance, bonds, and profit, and must be an accurate representation of actual charges, (The University is tax exempt.) However, the University reserves the right to purchase material or rent equipment needed for specific jobs with the Contractor only to provide labor

The CONTRACT RATE shall be entered in ink and written in numbers.

Time and Material Pricing:

Period to cover on or around December 12, 2011 and continue through December 30, 2013

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RENEWAL OPTION
The Bidder guarantees that any increase in the CONTRACT RATE for the two optional, additional, one year contract periods, as referenced under CONTRACT PERIOD, of this document, will not exceed the lower of the percentage rate of increase in the National Consumer Price Index for Urban Consumers (CPI-U), under the expenditure category for all items, over the previous twelve month period, or ______%.

Failure to enter a percentage rate of increase figure under this Section, or an increase in the CONTRACT RATE for the renewal year will be interpreted as a zero percent (0%) figure and the Successful bidder will be held to the CONTRACT RATE entered for the initial contract period, with no increase, for the renewal period.

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

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

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

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

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

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

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

As used above the word “person” shall mean natural person, joint venture, partnership, corporation or other business or legal entity.
FORM FOR GENERAL BID (Attachment A)

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

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

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

Date ___________________, 2011

_________________________________________________
(Name of General Bidder)

By: ________________________________
(Signature)

By: ________________________________
(Print Name and Title)

_________________________________________________
(Business Address)

_________________________________________________
(City and State)

_________________________________________________
(Federal Employment Identification #)

Telephone: ________________________________

Fax #: ________________________________

Email Address: ________________________________
Attachment – B Statement of State Tax Compliance


Name & Title

authorized signatory for _________________________________

Contracting Party

whose principal place of business is at ___________________________

Address

do hereby certify under the pains and penalties of perjury that ____________

_______________________________________ has complied with all laws

Contracting Party

of the Commonwealth of Massachusetts relating to taxes.

Contracting Party’s Social Security
or Federal I.D. Number

_______________________________________

Authorized Signature*

_______________________________________

Date

*must be signed in ink
Attachment C – Certification of Non Collusion

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

__________________________________________  ___________________
Authorized Signature*     Date

__________________________________________  ___________________
Printed Name of person signing bid or proposal*)     (Name of business)

*must be signed in ink
Attachment D - University of Massachusetts Lowell Contractor Rules & Regulations

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

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

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

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

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

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

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

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

8. **Wages:** All contractors are required by State Law to pay prevailing wages on all work done for the University, subject to audit by the Inspector General of the Commonwealth of Massachusetts. Contractors are also required to submit weekly certified payrolls. For additional information, see [www.mass.gov/dos/pw/index.htm](http://www.mass.gov/dos/pw/index.htm)

9. **Key Access Guidelines:** Facilities Operations & Services will disperse department keys. Please call extension 2601 with your request 24 hours prior to signing out the keys. Vendors may sign out keys for one business day at a time. Contractors and Vendors must leave a copy of their license. Keys must be returned at the end of the business day.

10. **Rubbish Removal:** A clean, organized work area is expected of all contractors. Contractors are required to remove all debris from the work area on a daily basis. Unless otherwise authorized, Contractors are expected to provide their own dumpster for construction debris. Use of University dumpsters must be pre-arranged or a location coordinated for the Contractor’s dumpsters.

11. **Billing:** The contractor will submit one invoice for each project. Each invoice must clearly show the Date and number of hours worked. The invoice must indicate the University representative who authorized the services.

<table>
<thead>
<tr>
<th>Date Worked</th>
<th>Hours Worked</th>
<th>Scope of Work</th>
<th>Prevailing Wage Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
Attachment E

Business Reference Form

Carpet Cleaning Services Contractor: ______________________________________________________

1. Reference Name: ________________  Contact Person: ________________
   Address: _________________________  Tel Number: ________________
   Description and Dates of Carpet Cleaning Services Provided: _____________________________
   ________________________________________________________________________________
   ________________________________________________________________________________

2. Reference Name: ________________  Contact Person: ________________
   Address: _________________________  Tel Number: ________________
   Description and Dates of Carpet Cleaning Services Provided: _____________________________
   ________________________________________________________________________________
   ________________________________________________________________________________

3. Reference Name: ________________  Contact Person: ________________
   Address: _________________________  Tel Number: ________________
   Description and Dates of Carpet Cleaning Services Provided: _____________________________
   ________________________________________________________________________________
   ________________________________________________________________________________

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