

SALEM STATE UNIVERSITY

INVITATION TO BID
THIS IS NOT AN
ORDER

1. The university is an agency of the Commonwealth of Massachusetts and is exempt from any State tax or Federal excise tax
2. Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable.
3. Unless otherwise stated, all quoted prices shall be FOB university address inside delivery.
4. Responses must be received on or before **Monday June 8, 2020 no later than 2pm EST at which time there will be a virtual opening.**
5. Submit one (1) original. Electronic submissions preferred,
6. Salem State University reserves the right to waive informalities and to reject any and all bids; or to accept the bid deemed best for the Commonwealth
7. For additional information:
Email: rrosos@salemstate.edu
8. Responses must be submitted via email to:
Reynaldo Ramos, Senior Director of Purchasing & Vendor Relations
Email: rrosos@salemstate.edu
Reference: **RFP 2020-07 Plumbing Maintenance Service**

SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
See Attached Specifications	Use proposal form attached	Use attached proposal from

Salem State University
Request for Proposal - RFP 2020-08
HVAC Maintenance and Repair Service
Jobs \$0 - \$50,000

1. Purpose:

Salem State University is soliciting bids for a service contract to establish contractual price agreements (labor and materials) for HVAC Maintenance and Repair Service.

2. Scope of Work:

The scope of work, without limiting the generality thereof, includes all labor, materials, tools, equipment and supervision to provide qualified HVAC Technicians on an as needed basis for jobs that cost under \$10,000 per job. The Contractor shall furnish all labor, tools and equipment necessary for the complete and satisfactory performance of HVAC maintenance and repair work. The Contractor shall be expected to perform routine and emergency HVAC repair services at University facilities such as offices, classrooms, boiler rooms and dormitory buildings on all campuses. The Contractor shall be expected to make any and all repairs regardless of height and/or location.

Salem State University consists of 21 major buildings (6 residence halls -Bates complex consists of 15 town houses the other five halls are all stand-alone buildings - and 15 are combination of academic and office buildings)

3. Contract Value:

All work performed under this contract must comply with the Massachusetts construction laws.

This contract may be used for **work \$0 - 50,000 per job.**

Salem State University will be allowed to contract with any contractor for building construction projects estimated to cost less than \$10,000 without the need to solicit multiple written price quotations when procuring these services. Contractors will be required to submit a proposal to the Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or their designee. Contractors must submit the proposal on the Contractor's letterhead.

A labor and materials payment bond satisfactory to Salem State University of surety company licensed to do business under the laws of the Commonwealth in the sum of 50% of the contract price will be required of the successful bidders for contracts over \$25,000.

The University reserves the right to amend these specifications at any time based on changes in construction laws and policies. Contractors will be required to comply with such amended specifications.

At the inception as well as throughout the life of the contract, the University reserves the right to amend Service specifications as well as restrict or phase out Service in order to comply with new policies, laws and regulations; minimize human health risks; or in other cases, in the best interest of the University.

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

4. Contract Term:

The contract period is from July 1, 2020 through June 30, 2025 with two (2) one (1) year options to extend.

5. Bid Submission Requirement

Submit your proposal electronically by emailing Reynaldo Ramos, Senior Director for Purchasing and Vendor Relations at rmos@saalemstate.edu by Tuesday June 9 no later than 2:00pm EST. Your electronic file should not exceed 10 megabytes. The subject line in your email should be referenced: RFP# 2020-08 HVAC Repair Service.

Questions:

Any clarification of requirements or requests for additional information by bidders must be made in writing via email to Reynaldo Ramos, Senior Director for Purchasing and Vendor Relations at rmos@saalemstate.edu and submitted no later than **Tuesday June 2, 2020 no later than 2pm EST**. Questions will not be accepted or answered after this date. Answers to all questions will be made in writing and distributed as an addendum to the RFP to all participants.

6. Acquisition Method(s)

The acquisition method to acquire services from this Solicitation is Fee for Service.

7. Qualifications Specifications/HVAC Maintenance and Repair:

Bidder must meet or exceed the required qualification for award.

The Bidder shall furnish all labor, materials, tools, equipment, insurance and supervision necessary to provide qualified HVAC Technicians and other trades on an as needed basis. The Bidder shall be expected to provide HVAC maintenance and repair services at University facilities such as office, classrooms, hallways, public spaces and specialty spaces.

Bidder must have been regularly and actively engaged in the HVAC business with a thorough knowledge of techniques, tools, materials, and trade coordination for a minimum of five (5) years prior to release date of this RFP.

The Bidder must employ a minimum of five full-time Refrigeration Technicians who can plan and execute HVAC work. Duties include the receipt of work assignments, review of the work site, planning of the project means and methods, preparation of the work area, and protection of furniture, equipment, and other non-work-related structures, as well as thorough cleaning of the work area upon completion. Ability to understand work orders and read blueprints is required. Physical ability to manipulate tools and equipment is required for the work. At least one worker on site must possess the skills required to coordinate multiple jobs and trades and supervise employees.

The Bidder must be able to supply experienced workers to complete the work assignments under the supervision of the Bidder. The University is not responsible for direct supervision of the workers.

Bidder is responsible for being familiar with the campus.

The Bidder must maintain offices in Massachusetts which shall be staffed by the Bidder's own employees during regular working hours.

The Bidder further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public 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 there under.

Workers must have a Refrigeration Technician License or Refrigeration Contractor License issued by Commonwealth of Massachusetts. License must be in good standing to qualify.

Bidder is not allowed to add apprentice labor rate(s) unless the Bidder is a participant of the Commonwealth's Approved Apprentice Program.

Bidder must meet and be in full compliance with all federal, state and local laws and regulations.

All employees to be employed at the work site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration OSHA that is at least 10 hours duration at the time the employee begins work and who shall furnish documentation of successfully completion of said course with the first certified payroll report for each employee.

Bidder **must** provide two (2) calendar years, 2018 and 2019, of your company's financial records showing annual gross revenue as reported on your income tax records. Bidder must submit such financial records with bid submission. Bidders **must** provide information regarding last bankruptcy and current/pending litigation. Bidder **must** provide information regarding defaults on contracts and the reasons during the past three (3) calendar years.

8. Contractor Requirements

It is mandatory that the Contractor meet the following requirements:

The HVAC work is to be performed by a qualified Refrigeration Technician licensed by the State of Massachusetts.

It is a condition of the contract that the HVAC contractor shall have sufficient personnel to respond to an emergency work request no later than one (1) hour after receiving notification of a request for services.

The Contractor must maintain offices in Massachusetts which shall be staffed by the Contractor's own employees during regular working hours.

The Contractor must be able to respond to requests for job estimates within 24 hours.

Workers must wear proper attire for the work being performed, and the attire **must** identify the Contractor, including appropriate personal protective equipment, provided by the Bidder at its own expense.

The Contractor must be able to ensure adherence to proper safety precautions and requirements needed to do the job. The Contractor is responsible to supply all safety equipment as needed to perform the work.

The Contractor must be capable of coordinating with other trades performing the work on designated projects (i.e.) electricians, plumbers, painters, furniture installers, carpet installers, etc.)

The contract shall be for the services of one (1) or more HVAC Technicians (s) and one (1) or more trainees (s). If only (1) person responds to a call, that person must be a technician.

The work will involve the installation, repair, and maintenance of the HVAC systems at the University of an as needed basis.

The contractor shall submit with his bid proposal the hourly rates for an HVAC Technician and an HVAC Trainee.

The Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

All work shall be as requested and directed by the Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or their designee.

The submitted rates shall include complete manpower costs involved with accomplishing the required work including trucks, tools and equipment.

Have a work force consisting of sufficient personnel to perform the scope of this contract.

9. Quality of Workmanship

All work shall be quality work performed according to the standards and applicable codes of the industry, and to the complete satisfaction of Salem State University. All work conducted under this Contract must conform to Executive Order 484.

10. Contractor Personnel

The Bidder shall use trained personnel who are directly employed/supervised by the Bidder. Bidders must conform to "Salem State University Worker's Specifications," attachment A.

11. Inspection

The University's Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or their designee reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the University representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace same without charge.

If the contract documents, the University, or its agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the University or its agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the University or its agent, or other proper authorities, be uncovered for examination at the Contractor's expense.

12. Warranty of Materials and Workmanship

All material and equipment provided under the Contract shall be listed and labeled for the purpose intended.

All work provided under this contract shall have, as a minimum, a one-year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

The Contractor shall provide a written one-year warranty for materials installed during the contract period. Warranty Certificates shall be provided to the Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or their designee.

The Bidder warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the Contract shall be new and first class. The Bidder further warrants all workmanship shall be first class and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective.

13. Charges for Equipment Rental

Any equipment which is rented by the Contractor in the performance of this Contract shall be charged to the University at the same rate as invoiced by the rental company.

14. Representation

The Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; Chief Procurement Officer; or their designee, shall act as representative for Salem State University in any negotiations and/or disputes with regard to this contract.

15. References – Must Be Included with Bid Submission

The Bidder is required to submit at least three (3) references on the Business Reference Form. The references must be of services rendered of a character similar to that of the services included in the proposed contract and that will enable the University to judge the experience, skill and business standing of the Bidder.

The form can be found in attachment title Business Reference Form. This form **MUST** be included with the Bid submission.

16. Prevailing Wage

Bidders **must** agree to comply with the Prevailing Wage law. All employees of Bidders engaged in these activities **must** be paid at least these rates for any work performed under a Contract resulting from this RFP when working at the University. The Prevailing Wage schedule is attached, attachment B, and will be updated when necessary. Bidders are required to complete Certified Weekly Payroll Records which can be located by going to the www.mass.gov, type weekly payroll in the search box, click on weekly payroll report and statement of compliance.

The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.

The wage schedule applies to all phases of the work, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to the wage schedule.

All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All Apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level.

Pursuant to M.G.L. Ch 149 s.27B, every contractor and subcontractor is required to submit a “true and accurate” copy of their weekly payroll records directly to the University. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation. Failure to comply with payroll records may result in suspension or termination of the contract.

Chapter 149, § 27B requires the following information be contained on certified payroll records: For each employee, the name, address, occupational classification, hours worked, and wages paid. For each apprentice, in addition to the aforementioned information, a photocopy of the apprentice’s ID card.

17. Insurance

Bidder **must** submit a current insurance policy with bid submission. The Bidder **must** take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this Contract. It is the Bidder's responsibility to ensure that their operations are always conducted in a safe and secure manner. The Bidder **must** replace/repair, at the Universities sole option, any property damages made during the duration of this contract.

The Bidder(s) awarded contracts pursuant to this RFP **must** have the following insurance coverage listed below and this insurance coverage **must** be maintained during the life of the contract. As part of the response to this RFP, Bidders **must** provide certified copies of all insurance policies currently in place, including Worker's Compensation Insurance, Comprehensive General Liability Insurance and Comprehensive Business Motor Vehicle Liability Insurance, as identified below. Prior to beginning work pursuant to this RFP with a subcontractor, the Bidder **must** provide the University with certified copies of each subcontractor's insurance policies, which must meet the same insurance coverage levels for the Bidders as required under this RFP. Any policy limits set below shall not be interpreted to limit the Bidder's liability for personal or property damage in the performance of this Contract and the Bidder shall remain fully liable for any personal or property damages in the performance of this Contract.

a. Workers Compensation Insurance

By signing the Commonwealth Standard Contract Form and Instructions (found at <http://www.mass.gov>, type standard contract form in the search box, click on OSD Forms, scroll down and click on Standard Contract Forms and Instructions), the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation insurance as required by M.G.L. Chapter 152.

b. Comprehensive General Liability Insurance

The Bidder and all subcontractors, at their own expense, **must** maintain during the life of the contract comprehensive general liability insurance written, on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); Independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. The policy **must** identify the Commonwealth of Massachusetts as an additional insured. This insurance shall be written with respect to all coverage, for not less than the following policy limit: one million (\$1,000,000) per each occurrence and one million (\$1,000,000) aggregate.

c. Comprehensive Business Motor Vehicle Liability Insurance

The Bidder and all subcontractors, at their own expense, **must** maintain during the life of the contract comprehensive business motor vehicle liability insurance written on an occurrence basis with no deductible, including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicle. Such coverage shall be in accordance with applicable law and including, but not limited to, the automobile insurance regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Bidder may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written, with respect to all coverage, for not less than the following policy limits: \$1,000,000 per each occurrence; \$1,000,000 aggregate.

The general liability and motor vehicle insurance required by this RFP may be arranged under single policies for the full limits as set forth above or by a combination of underlying insurance with the balance of the limit amount provided by excess or umbrella insurance policies. All excess or umbrella insurance

policies shall follow form, with exclusions or reductions in coverage over the primary liability insurance policy. All policy limits for insurance coverage required by this RFP shall be exclusive of litigation costs and attorney's fees. All policies **must** state that bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy, and **must** state that the insurer is liable for payment of amounts within any deductible applicable to the policy, with the right of reimbursement by the insured for any such payment made by the insurer.

18. General Specifications

a. Specification Amendments and Service Restrictions

At the inception as well as throughout the life of the contract, the University reserves the right to amend service specifications as well as restrict or phase out service in order to comply with new policies, laws and regulations; minimize human health risks; or in other cases, in the best interest of the University.

b. Hours of Work

It is intended that the Bidder shall accomplish the majority of work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the Assistant Director of Facilities; Director, Campus Planning and Development; or their designee.

c. Labor/Material Specifications

Bidder must meet the following requirements:

Business Hours are defined as **Monday through Friday 7:00 a.m. – 5:00 p.m.**

Non-Business Hours are defined as **hours not covered under** business hours.

Apprenticeship if applicable must provide a copy of the Apprentice Card.

d. Material Specification

Bidder must only provide material/supplies related to the maintenance and repair of the project. Bidder must attach material/supply receipt to invoice showing original price prior mark up cost to the University.

Materials used in the work will be billed at the current market wholesale cost. The University has the right to require the contractor to provide invoices of wholesale costs plus % mark-up.

19. Service Call Responsibility

Contractors **must** respond to service calls if requested by the University and be available 24 hours per day, 7 days per week, and 365 days per year (24 x7x 365). Contractors **must** send a qualified service person to the University location and have a vehicle fully equipped with tools and replacement parts to perform repairs or diagnosis the problem.

Contractors **must** receive prior approval from the University to perform ANY and ALL work, including additional repairs and services that are not part of the initial service call. Failure to receive prior approval may constitute unauthorized repair or service, and Contractors will NOT be compensated for such services. In addition, Bidders will be held accountable for any unauthorized services and responsible for

compensating the University if damage occurs. The University is the determining authority and is in charge of securing and compensation for services.

Emergency Calls – Contractors must respond within one (1) hour of initial call as directed by the Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or his/her designee.

Service Calls – Contractors must respond by phone within one (1) hour and establish a mutually agreed arrival time.

The Contractor will assess the problem to the best of the Contractor's ability over the phone with the Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or his/her designee.

Failure to arrive at the University location without a qualified service person may be considered an unacceptable service call. Contractors **must not** charge for an unacceptable service call and the University will not be required to pay for an unacceptable service call.

20. No Additional Cost

The University will not pay for additional charges and Contractors are not allowed to invoice for any incidental charges as listed below:

Permits – Contractor is responsible for obtaining and submitting all required permits for any Federal, State or Local agency. Bidders are responsible for the payment of all permits. The University will not pay for permits of any kind.

Surcharges/Fees

Contractors are not allowed to charge for permits, set-up, cleaning, freight, shipping, quotes, travel, transportation, delivery, commuting, fuel, energy, insurance, meals, lodging and/or incidental fees, or any other surcharges throughout the duration of the contract.

21. Work Location

Labor charges begin and end at job location. Contractors are paid only for hours worked on location. The University will not pay for any additional labor charges away from job.

22. Bidder Forms, Contracts and Other Documentation

As part of any service agreement, Bidders are prohibited from requiring the University to sign any forms, contracts or other documentation that contains any terms or conditions not expressly approved by the Chief Procurement Officer prior to their execution. In their responses, Bidders **must** include any documents they intend to ask the University to sign for review by the Chief Procurement Officer. Bidders **must** agree to modify such documents in a way that is acceptable to the University.

23. Security

Based on applicable security laws, regulations and policies, the University reserves the right to require the Contractor to comply with a range of additional requirements or standard operation procedures. Contractors **must** comply with such security requirements at no charge to the University.

Contractors are required to adhere to security clearances. Background checks, including Criminal Offense Record Information (CORI), may be requested at any time by the University for individuals performing

any work under this contract. Contractors are not allowed to charge the University for any cost associated with security clearance or down time in processing security clearance.

24. Safety Policies and Personal Protective Equipment

The Contractor **must** ensure that all parties involved under this contract observe the applicable safety policies and are trained on safe work practices, job hazards, and applicable University standard operating procedures.

The Contractor is responsible for ensuring the safety of their staff by providing the necessary Personal Protective Equipment (PPE). Whenever required, Contractor staff **must** wear and have PPE in their possession.

25. Special Conditions

The University is a smoke-free facility, and smoking is not permitted anywhere on the grounds. Contractors **must** ensure that any worker or technician assigned to work at these locations is fully educated as to the University's regulations and rules.

The Contractor must submit Material Safety Data Sheets (MSDS) if requested by the University at any time.

26. Emergency Response Plans/Preparedness

In a declared State of Emergency where the safety and well being of Commonwealth citizens are at risk, Contractors may be asked to supply the University with commodities and/or services under this contract on a priority basis. The Bidder's Response should include the following:

In the attached Contractor Qualifications form #10. Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency.

27. Request for Quotes/Facility Site Inspections

Any Contractor awarded a contract as a result from this RFP will not charge for quotes or site inspections in preparation of a quote. The University will NOT be required to pay charges for quotes or site inspections. Contractors must conduct a site inspection if requested by the University at no charge to quote a project.

28. Job Pricing

a. Pricing Project Quote Based/Projects

Project based pricing will be **inclusive** of all Contractors employees, approved sub-contractors, labor, material equipment, supplies, travel, all applicable permits and any other costs to complete the project. The University will provide the scope of work to the Contractor. The Contractor **must** provide the University with certified payroll record (prevailing wage) with each submitted invoice.

The University will not release payment until project completion is in full compliance and signed off by the University. The University may request additional information from a Contractor at any time. It is required the Contractor furnish any and all information that has been requested to the University within the time requested.

b. Pricing Hourly Based/Time and Materials

Hourly based pricing will be based on the hourly rate submitted with the bid submission. The hourly rate **must** not be less than the prevailing wage rate. The Contractor **must** provide the University with certified payroll record (prevailing wage) with each submitted invoice.

29. Anticipated Service Disruption

Contractors **must** coordinate with the University for any anticipated service disruption. If anticipated disruption is scheduled, the Contractor will provide as much notice as possible.

30. Clean Up

The Contractor is responsible for cleaning the work area after the project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition each day. If the work cannot be left in a safe condition the Contractor must notify the Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or his/her designee for advice as to how to leave the area in a safe condition before leaving the job.

31. Training

Under certain circumstances on-site training may be requested by the University on equipment or repaired by the Contractor in order to operate and function properly. The University may require the Contractor to learn the emergency and safety policies of the University.

32. Environmental Purchasing

Executive order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies **must** be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, **must** comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order can be seen at <http://www.mass.gov>, type Executive Order 515 in the search box and click on the link.

33. Compensation Structure/Pricing

General

Bidders **must** complete the Pricing Structure Sheet in its entirety. The line item pricing will consist of hourly labor rates for five (5) consecutive years. Each line item will consist of hourly labor rates for: Business Hours defined Monday through Friday 7:00 a.m. – 5:00 p.m. and Non-Business Hours are defined as hours not covered under business hours.

If the University opts to exercise the option to extend the contract for one or both of the two one-year extensions, the prices of the last year of the contract will be the prices in effect for both extensions.

34. Pricing for Products and Materials Incidental to Service

Products and materials sold under this contract must be used exclusively in the course of performing the service under this contract. The markup over the Contractor's purchase cost of such products, if any, **may not exceed 5%**. When requested by the University, the Contractor must provide documentation

demonstrating the product or material costs and the markup applied, as evidence of the Contractor's compliance with this provision.

35. Payment Terms

The University prefers to enter into terms that are 2% 10 or 1% 15. Please indicate your willingness to accept these payment terms. The University will commit to paying invoices within ten (10) days of receipt for a 2% discount or fifteen (15) days of receipt for a 1% discount.

If the above terms are not agreeable, the default billing will be NET 30.

Check One: Discount 2% 10 ___ Discount 1% 15 ___ NET 30 ___

The University prefer to pay invoices with a business credit card. Contractors are requested to indicate if this method of payment is acceptable under payment terms above. **See Contractor Qualifications Data sheet form (#11)**

36. Billing/Invoicing

The Bidder **must** agree to timely and correct billing for products and services under this contract. The University **will not** tolerate continual erroneous or untimely billing. Such behavior on the part of the Contractor may result in the removal of the Contractor from the existing contract for poor performance.

The Bidder **must** provide a contact person that will be knowledgeable and available to resolve outstanding billing issues and are trained in and familiar with both the terms and conditions of the procurement requirements.

The Bidder **must** agree that invoices to the University for products and services are delivered in the current fiscal year (July 1 to June 30th) and are reconciled by July 30th to ensure payment from appropriate budgets.

The Contractor **must not** submit invoices for products and services that do not fall under this contract.

The Contractor **must not** submit invoices for billing prior to services.

The Contractor **must** submit invoices directly from the Bidder to the University not through a third-party payor.

The Contractor **must** submit invoices for services performed. No services will be paid until after services are rendered, including monthly monitoring services.

Invoices for all service **must** have a separate line item within the invoice for all elements. Contractors may be **required** to provide additional detail history of invoice.

The invoice **must** include the quantity of each item, a description of each item and the cost for each item in a simple report format understandable to the "lay person". The use of "codes" in place of product description **will not** be acceptable in the Contractor's invoice, although the Contractor may list associated billing codes for its own use.

37. Incorrect Invoices

The University will use the following instructions when dealing with incorrect invoices.

In compliance with the Office of the State Comptroller' Expenditure Guidelines, Agencies may apply reasonable standards of invoice verification.

Incorrect invoices from Contractors, whether paper or electronic documents, should be returned to and corrected by the Contractor and not adjusted by University staff.

A correct invoice **must** be received by the University within 60 days of the date of dispute to be paid.

There **must** be evidence of a permanent solution to the error condition. Non-recurrence of the error condition will be considered an acceptable solution.

If the error is found to be inherent in the Contractor's billing system, a correct bill is still **required**.

If these guidelines are not met, the Contractor will assume responsibility for the charges.

38. Payments to Vendors

It is **required** that payments received by the Contractor be appropriately posted to the University's account for which the payment was received. The Contractor **must** not create a single "Salem State University" account to which it will post received payments.

The Contractor is **required** to provide, at the request of the University, written reports to demonstrate the Contractor's account receivables procedures including a payment history of the University.

39. Audit of Records

The Bidder agrees to allow State and Federal auditors and state agency staff access to all the records related to this contract, and the right to copy these records, for audit, inspection and monitoring services. Such access will be during normal business hours or by appointment.

If there are findings or other irregularities as a result of an audit, the cost of the audit will be assumed by the Bidder and the audit will be performed by an independent auditor designated by the University. If it is discovered in an audit, that the University has been over charged, or the Bidder is selling or providing service not in the scope of this contract, the Bidder may be **required** to make a monetary reimbursement to the University. The Bidder may be suspended from selling or providing service until payment is made. The Bidder will be **required** to send in monthly reports for compliance, until otherwise determined by the University.

40. Requirements for Doing Business After a Contract Has Been Awarded

The requirements below are specific to the contract, if any, awarded as a result of this Solicitation.

a. Performance Measurements

Any and all work performed through 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. Contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Departments within the University may be surveyed as to their satisfaction with the contractor's performance under the contract. Contractor performance will also be evaluated based on the number of complaints received from departments. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of the Contractor's contract. Financial reports will also be utilized to evaluate performance on an ongoing basis. Failure to submit the

required reports in a timely and accurate manner may lead to early termination or non-renewal of the contract.

b. Security and Confidentiality

The Contractor shall comply fully with all security procedures of the University in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the University.

c. Contractor Transition

In cases where the University is changing Contractors, after the expiration or termination of this contract, or after the expiration or termination of any service agreement or lease established based on this contract, the Contractor **must** ensure the continuity of product supply and/or service needed for the University's operation. The Contractor **must** agree to work with the University to schedule deliveries and other operations in a manner that would ensure that the operations of the Universities facility are not disrupted.

41. Contract Management/Change Notification

The awarded Bidder **must** notify the University's Senior Director for Purchasing and Vendor Relations, within five (5) business days of any changes in contract management or contact information. Such changes may include changes to the Bidder's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SOMWBA-certification status, or EFT information. In some cases, additional paperwork will be required to effect the change. The University is not responsible for missed communication if the Bidder has failed to update information.

42. Subcontractors

Prior approval of the Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or their designee is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

43. 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.

Salem State University 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

Problems with service quality, documentation, customer service and/or failure to adhere to any provisions of this RFP or the University's standard operating procedures are grounds for any or all of the following actions.

The Chief Procurement Officer will inform the Contractor of non-compliance with the contract. A specific period of time will be provided for the Contractor to correct the situation. If the situation has not been corrected in the allotted time period or if the problem reoccurs, the Chief Procurement Officer may impose penalties including but not limited to the ones listed below:

Requiring the Contractor to credit the University based on the period of time when the quality of service was unsatisfactory.

Issuing penalties, including, but not limited to the estimated cost of any remedial action incurred by the University.

Suspending the Contractor until the problem is solved.

The Chief Procurement Officer will be the final decision-making body for the resolution of any conflicts between the University and the Contractor

44. Audit

During the term of this Agreement and for a period of six years thereafter, the University, Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid the University, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

45. Other Terms

Bidders are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, and other contract reports, as required by this contract.

46. Minimum Bid Duration

Bidders' Responses to this RFP **must** remain in effect for at least 120 days from the date of Response submission.

47. Ownership of Submitted Responses

The University shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFP. All materials submitted by Bidders become the property of the University and will not be returned to the Bidder. The University reserves the right to use any ideas, concepts, or configurations that are presented in the Bidder's Response, whether or not the Response is selected for Contract award.

48. Prohibition Regarding Contract Terms

Bidders **must not**, as part of their bid Responses, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract Form, or other documents comprising this RFP. It is essential for the University that the contractor can be depended upon to incorporate the same terms and only those terms.

49. Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the University regarding this RFP except as specified in this RFP, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Bidders may contact the contact person using the contact information provided on the front page of this RFP.

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Bid Response, the Bidder certifies that the Response has been arrived at independently and has been submitted without any communication, collaboration, and without any agreement, understanding or planned common course of action with, any other Bidder of the commodities and/or services described in the RFP.

50. Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFP information in an alternative format, **must** communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation **must** submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFP. The University reserves the right to reject unreasonable requests.

51. Award and Negotiation

The University will award the contract within thirty days Saturday, Sunday and legal holidays excluded, to the responsible and responsive eligible bidder who possess the skills and integrity necessary to faithfully perform the work called for in the specifications taking into consideration price and non-price proposals as defined by M.G.L. c.30 s39.

The University and a selected Bidder may negotiate a change in any element of the Contract performance or cost identified in the original RFP or the selected Bidder's Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original response

52. Commonwealth Tax Exemption

Payment vouchers or invoices submitted to Massachusetts government entities **must** not include sales tax.

53. Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor **must** notify the Chief Procurement Officer by e-mail immediately.

The University assumes no responsibility if a Contractor's designated email address is not current, or if technical problems, including those with the Contractor's computer, network or internet service provider (ISP), cause e-mail communications between the Contractor and the University to be lost or rejected by any means including e-mail or spam filtering.

54. Contractual Status

Each order or service contract established as a result of this RFP shall be considered a separate Contract between the University and the Contractor and shall be deemed incorporate all of the terms and conditions of the Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the

Massachusetts Standard Contract Form, this RFP and any amendments, or the Bidder Response, may be included in an order or service contract.

55. Publicity

Any Contractor awarded under this RFP is prohibited from selling or distributing any information collected or derived from this Contract, including lists of participating entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the University.

56. Commonwealth of MA Standard Contract Form, Terms and Conditions

Signature required **if notified of Contract award**. By executing this document, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFP that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by University. Also, the terms of the RFP, the Bidder's Response and any negotiated terms shall be deemed accepted by the University and included as part of the Contract upon execution of this document by the Vice President of Finance and Facilities or his/her designee, the Commonwealth Standard Contract can be found at <http://www.mass.gov> and typing Commonwealth Standard Contract Form in the search box.

Only those sections of the Contract preceded by "→" should be completed by the Bidder. If the Bidder does not have a Vendor Code or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank.

Signature and date **MUST** be handwritten in ink, and the signature **must** be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See Below).

56. Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

Signature required; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments will be sent. The Company's correct legal name and legal address **must** appear on this form and **must** be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S. Treasury's version of the W9 Form. The Request for Taxpayer Identification Number and Certification can be found at <http://www.mass.gov>, type Request for Taxpayer Identification Number in the search box and click on W-9 Form.

57. Contractor Authorized Signatory Listing

Signature, **if notified of Contract Award**, complete as directed below and submit on paper with original ink signature and date.

In the space for "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible as Contractors will be required to notify the Chief Procurement Officer of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an "Authorized Signatory," that person's name **must** be included as an "Authorized Signatory."

With regard to the next paragraph, which begins “I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor..,” if your organization does not have these titles cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and e-mail should be typed or handwritten legibly. The Contractor Authorized Signatory Listing can be found at <http://www.mass.gov> and typing Contractor Authorized Signatory Listing in the search box and clicking on the link.

Proposal Form

**HVAC MAINTENANCE SERVICE CONTRACT
PRICING STRUCTURE
RATE INCLUDES TRUCK, TOOLS, EQUIPEMENT, ETC.**

The markup over the Contractor’s purchase cost may not exceed 5%.

YEAR 1

July 1, 2020 - June 30, 2021

1. Rate per hour, Monday through Friday, from 7:00 AM to 5:00 PM
 HVAC Technician per hour _____
 Trainee per hour _____
2. Parts and/or materials cost
 Contractor cost plus % mark up _____
3. Rate per hour, all other hours including Saturday and Sunday, and all legal holidays.
 HVAC Technician per hour _____
 Trainee per hour _____
4. Lift Truck/crane including operator _____

YEAR 2

July 1, 2021 - June 30, 2022

1. Rate per hour, Monday through Friday, from 7:00 AM to 5:00 PM
 HVAC Technician per hour _____
 Trainee per hour _____
2. Parts and/or materials cost
 Contractor cost plus % mark up _____
3. Rate per hour, all other hours including Saturday and Sunday, and all legal holidays.
 HVAC Technician per hour _____
 Trainee per hour _____
4. Lift truck/crane including operator _____

YEAR 3

July 1, 2022 - June 30, 2023

1. Rate per hour, Monday through Friday, from 7:00 AM to 5:00 PM
 HVAC Technician per hour _____
 Trainee per hour _____
2. Parts and/or materials cost
 Contractor cost plus % mark up _____
3. Rate per hour, all other hours including Saturday and Sunday, and all legal holidays.
 HVAC Technician per hour _____
 Trainee per hour _____
4. Lift truck/crane including operator _____

YEAR 4

July 1, 2023 - June 30, 2024

- 1. Rate per hour, Monday through Friday, from 7:00 AM to 5:00 PM
 HVAC Technician per hour _____
 Trainee per hour _____
- 2. Parts and/or materials cost
 Contractor cost plus % mark up _____
- 3. Rate per hour, all other hours including Saturday and Sunday, and all legal holidays.
 HVAC Technician per hour _____
 Trainee per hour _____
- 4. Lift truck/crane including operator _____

YEAR 5

July 1, 2024 - June 30, 2025

- 1. Rate per hour, Monday through Friday, from 7:00 AM to 5:00 PM
 HVAC Technician per hour _____
 Trainee per hour _____
- 2. Parts and/or materials cost
 Contractor cost plus % mark up _____
- 3. Rate per hour, all other hours including Saturday and Sunday, and all legal holidays.
 HVAC Technician per hour _____
 Trainee per hour _____
- 4. Lift truck/crane including operator _____

Company _____

Address _____

Signature _____

Name & Title _____

Email _____

Date _____

Contractor's Federal I.D. Number _____

PLEASE COMPLETE THIS PAGE AND ATTACH TO THE BID SHEET WHEN SUBMITTING BID

Salem State University
HVAC Service Agreement
 (To be completed and attached to Proposal Form)

CONTRACTOR QUALIFICATION DATA

1. List the exact name of your firm

2. How many years has your firm been in business under its present business and business organization structure? _____years.
3. How many years has firm been regularly and actively engaged in the HVAC contracting Business, performing the type of work described in paragraph 2 of the specification "Scope of Work"? _____years.
4. How many full-time Refrigeration Technicians or Refrigeration Trainees who hold a valid Massachusetts Refrigeration license are employed by your firm? _____ Technicians
 _____ Trainees.
5. How many HVAC service trucks are either owned or leased by your firm and are available for use by your HVAC service workforce on a full-time basis?
 _____ Owned _____ Leased _____ Lift Truck/Cranes.
6. Does your firm provide emergency repair service on a 24 hour, 7 day per week basis?
 _____ yes _____ no.
7. How many Refrigeration Technicians are employed by your firm who possess a thorough knowledge and extensive experience in the repair and operation of ice rink compressors?
 _____. Please supply names and experience.
8. Will your firm offer a guaranteed 1-hour response time to any ice hockey rink related emergencies? yes _____ no _____ If no, what response time will you guarantee?

Please list hours of work for your firm: _____.

- Daily Working Hours, Straight Time _____ a.m. to _____ p.m.
- Work Week, Straight Time _____ through _____.

Please list day and time that overtime rate(s) apply:

- Lowest overtime rate _____
- Highest overtime rate _____

9. Does your firm have a 24-hour emergency number that is staffed by a person and not an answering machine? If yes, please list the number () _____ - _____. If not please explain.

10. Emergency Response Plans/Preparedness (item #26)

Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency.

Yes _____ No _____

11. Payment Terms (#34)

Check One: Discount 2% 10 ___ Discount 1% 15 ____ NET 30 ____

Credit Card accepted _____ Yes _____ No

Issue Date: May 20, 2020

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions*. However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

The terms of *801 CMR 21.00: Procurement of Commodities and Services* are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR.

COMMBUYS Market Center: COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

Bidder Communication: Bidders are prohibited from communicating directly with any employee of the university regarding this solicitation except as specified above. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS.

Costs: Costs which are not specifically identified in the bidder's response and accepted by Salem State University as part of a contract, will not be compensated under any contract awarded pursuant to this Solicitation. Salem State University will not be responsible for costs or expenses incurred by bidders responding to this request.

The University will not pay for additional charges and Contractors are not allowed to invoice for any incidental charges as listed below:

Permits – Contractor is responsible for obtaining and submitting all required permits for any Federal, State or Local agency. Bidders are responsible for the payment of all permits. The University will not pay for permits of any kind.

Surcharges/Fees

Contractors are not allowed to charge for permits, set-up, cleaning, freight, shipping, quotes, travel, transportation, delivery, commuting, fuel, energy, insurance, meals, lodging and/or incidental fees, or any other surcharges throughout the duration of the contract.

Public Records: All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Subcontracting Policies: Prior approval of the Assistant Director of Facilities; Associate Vice President, Capital Planning and Business Affairs; or their designee is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

Contract Award: Salem State University reserves the right to reject any or all Proposals received, or waive any informalities or irregularities therein, and/or request new Proposals if the Purchasing Department determines it is in the best interest of the university.

Employees: All workers performing services shall be employees of the Contractor and shall not be under any circumstances considered employees of Salem State University. Contractor shall provide and be responsible for all required services and benefits with respect to its employees, including but not limited to worker's compensation and unemployment insurance

Indemnification: Contractor agrees to indemnify, defend and hold harmless Salem State University, its Trustees, officers, agents, employees, and contractors from any liability, cost or expense in connection with or growing out of any claims whatsoever by Salem State University for loss or damage to SSU or by any other person for injury, death, loss or damage to any person or to the property of any person arising from or in any way related to the activities of Contractor. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, judgments, arbitrations, settlements, penalties, and liabilities (including without limitation attorney's fees) incurred in connection with any claim or proceedings brought thereon and the defense thereof, without limitation.

Smoke-Free Campus Policy: Smoking is prohibited within the confines of all university grounds, buildings and property.

Equal Opportunity and Affirmative Action: Salem State University is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity and expression, or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes and university policies. The university prohibits sexual harassment, including sexual violence. Inquiries or complaints concerning discrimination, harassment, retaliation or sexual violence shall be referred to the university's Affirmative Action and/or Title IX Coordinator, the Massachusetts Commission Against Discrimination, the Equal Employment Opportunities Commission or the United States Department of Education's Office for Civil Rights.

The undersigned further certifies under penalty of perjury that this bid is in all respects bona fide, fair and made without collusion with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty 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 of the applicable debarment provision of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

-No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or request for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contract to be performed for on-site services at Salem State University, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms defined in Section 178C of the General Laws and who must register with the sex offender registry board.

Nondiscrimination in Employment: The vendor shall comply with all state and federal statutes or regulations prohibiting discrimination in employment including, but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, M.G.L. c.151B, M.G.L. c.93 103, M.G.L. c.12, 11I, Age Discrimination Act, Age Discrimination in Employment Act, or amendments to these or related provisions.