

Request for Quotes

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 to rramos@saalemstate.edu on **1/10/2024 at 2:00pm**.
5. Salem State University reserves the right to waive informalities and to reject any and all bids; or to accept the bid deemed best for Salem State University.
6. Responses can be submitted via email to:
Reynaldo Ramos, Assistant Vice President for Purchasing & Auxiliary Services
Email: rramos@saalemstate.edu
Phone: 978-542-7321
7. Reference: **RFQ SSU 2024 - 07 Bertolon Generator Stack Extension**

| SPECIFICATIONS | UNIT PRICE | TOTAL PRICE |
|------------------------------------|------------|-------------------|
| See Attached Specifications | | See proposal form |

EQUAL OPPORTUNITY

The contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religious creed, national origin, and/or ancestry. The contractor agrees to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination with respect to the Fair Employment Practice laws of the Commonwealth which are herein made of this contract reference.

Vendor Information

 COMPANY NAME

 ADDRESS

 CITY STATE ZIP

AUTHORIZED SIGNATURE

 NAME TITLE

 FEDERAL EMPLOYER'S ID CODE
 9DIGIT

Specifications.

Provide emergency generator stack extensions per the following:

1. The project includes the extension of generator exhaust stack from the existing exterior generator to the adjacent nearby building and then to and above the roof for compliance with a Massachusetts DEP Notice of Noncompliance citing MGL Chapter 111 Section 142A – O and 310 CMR 6.00 – 8.00. The existing generator is located on the northeastern side of Salem State University's Bertolon/ Classroom Building (71 Loring Avenue, Salem, MA 01970). Below are details on the existing generator:
 - a. Bertolon/Classroom Building: Kohler, 125kW, natural gas. Photos below



Photo 1



Photo 2

2. The 6" exhaust stack at Bertolon extends through the top of the exterior enclosure.
3. All work must adhere to the state building code 780 CMR Ninth Edition and the State Mechanical Code based on the ICC International Mechanical Code – 2015 with amendments.
4. Provide all required permits and pay all associated fees.
5. Refer to sketch SK-1 for concept of extending stack. The drawing titled "Bertolon Plan" shows that the stack has a pre-existing 6" exhaust that will require a 90 degree elbow to direct the pip horizontally 13 feet to the exterior wall of the building where another 90 degree elbow would direct an approximately 25 feet extension vertically along the building side up to 3-feet above the roofline. This vertical extension is shown in the drawing called "Bertolon Elevation."
6. At a minimum, provide two wall brackets to the vertical pipe for support as well as other means of support, as needed.
7. Exhaust piping shall be Schedule 10, 304 stainless steel and all channel and mounting hardware shall be stainless steel.
8. Provide hinged rain cap on top of pipe.
9. Provide drain fitting on bottom elbow riser.
10. Provide the services of Kraft Power, Salem State University's generator service firm, to test generators upon completion.

SALEM STATE UNIVERSITY
BERTOLON GENERATOR
STACK EXTENSION

SCHEDULE

- A. **Pre-Bid Walk-Through:** Bidders are encouraged to visit the site on their own time. The Generator is located on the eastern side of 71 Loring Avenue, Salem, MA 01970 next to the bike path.
- B. Requests for Information (RFIs) due: Bidders requiring clarification or interpretation of Bidding Documents shall make a written request via email addressed to Reynaldo Ramos, Assistant Vice President of Purchasing and Auxiliary Services at rramos@saalemstate.edu by 1/3/2024. Interpretations, corrections, and changes of Bidding Documents will be made by Addendum and posted in Commbuys system. Interpretations, corrections, and changes of Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. Copies of Addenda will be made available in Commbuys system for inspection in Bidding Documents are on file for that purpose.
Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
- C. Bids due: on or before 1/10/2024 by 2:00pm to Reynaldo Ramos, Assistant Vice President for Purchasing and Auxiliary Services to rramos@saalemstate.edu.
- D. Anticipated Notice of Award: ASAP

Construction Period: Substantial completion should be by 30 days.

PROPOSAL

1. The undersigned proposes to furnish all labor and materials required for Project Bertolon Generator Stack Extension in accordance with the accompanying specifications for the contract price specified below.

2. This bid includes addenda numbered _____

3. The proposed contract base price (words)

_____ Dollars \$ _____

4. Alternate 1

_____ Dollars _____
_____ Dollars _____

5. The undersigned agrees that, if they are selected as general contractor, they will within ten days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a **Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions** in accordance with the terms of this proposal and furnish a labor and materials or payment bond, of a surety company qualified under the laws of the Commonwealth and satisfactory to the awarding authority and in the sum of 50% if contract is greater than \$25,000, the premiums for which are to be paid by the general contractor and are included in the contract price.

6. The undersigned hereby certify that they are able to furnish labor and can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c. 149, section forty-four A.

7. 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 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.

8. The undersigned further certifies under penalty 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 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 other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

9. The undersigned hereby declares that they have carefully examined the Advertisement, Notice to Bidders, General Conditions of the Contract and Specifications, all other Contract documents, and also the site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the Commonwealth.

10. The undersigned certifies that they shall comply with the provisions of the Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program set forth in the General conditions of the Contract.

11. The undersigned hereby certify that they understand Salem State University is a Smoke-Free Campus. The University is a smoke-free facility, and smoking is not permitted anywhere on the grounds. Contractors must ensure that any worker assigned to work at the University is fully educated as to the University's regulations and rules.

12. All responses and information submitted in response to this proposal are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Company Name _____

Address _____

Office Telephone No. _____

Email _____

Owner/Preparers Name (printed) _____

Title _____

Federal I.D. # _____

I certify that the above is a firm quote in accordance with the attached specification by my signature:

Signature Date _____

Rule for Award

The contract will be awarded to the responsible and responsive vendor offering the lowest price. The bidding and award of this contract shall be in full compliance with Massachusetts General Laws, Chapter 30, Section 39M for construction contracts costing \$10,000 to \$50,000.

Safety

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.

Sub-Contracting

The Contractor shall not sub-contract or sublet any portion of the work without the consent of the Assistant Vice President, Planning and Facilities, or his/her designee.

Permits and Licenses

The Contractor shall be responsible to obtain any necessary permits, as/if required, for work directed under this contract. Payments for such will be made based on billed cost to the Contractor. This pay provision relates to permits that are exclusive, and a "one-time use" type permit for work performed under this contract.

Hours of Work

It is intended that the Contractor 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 Vice President, Planning and Facilities, or his/her designee.

Working Time

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the University. Computation of the number of hours worked shall include only those hours spent at the job site, excluding mealtimes.

Inspection

- A. The University AVP, Planning and Facilities, or his/her designee reserves the right to inspect any and all work in progress or completed. Any omission 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 shall be repaired and/or replaced at no cost to the University.

- B. If the Contract documents, the Owner's or his/her agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the Owner or his/her 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 Owner or his/her agent or other proper authorities, be uncovered for examination at the Contractor's expense.

Report

The Contractor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to the University, upon request, and shall reflect cumulative dollar figures for each wage/labor Contractor cost and applicable markup for materials and costs for equipment rental.

Charges for Equipment Rental

Any equipment which is rented by the Contractor in the performance of this contract shall be considered part of this contract for pricing purposes.

Rejection of Proposal

The University reserves the right to cancel and terminate the contract in the event that services provided by the Contractor prove to be unsatisfactory.

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 10 days of receipt for a 2% discount, or 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 _____

Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the University regarding this RFQ except as specified in this RFQ, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question

or inquiry concerning this RFQ. Bidders may contact the contact person using the contact information provided on the front page of this RFQ.

Prevailing Wage Rates

The Contractor shall pay the prescribed wage rates as determined by the Commonwealth of Massachusetts, Department of Labor and Industries, in accordance with the provisions of M.G.L., Chapter 149, 26 through 27H. A copy of the wage rates to be paid to the workers employed on this Contract is attached (Attachment B). The Contractor must submit weekly certified payroll reports prior to payment of invoices.

Massachusetts Sales and Use Tax

Materials and supplies used in the performance of the work as described in the specifications will be exempt from Massachusetts sales and use tax. The University's Massachusetts Department of Revenue Certification of Exemption Number is **999-089-460**. Each bidder shall take the exemption into account in calculating his/her bid for the work. The successful bidder shall take all of the necessary steps to receive such an exemption.

Insurance

Prior to commencing work, the contractor selected to do the work shall provide Salem State University with a certificate of Workmen's Compensation Insurance showing that he/she has complied with the requirements of Chapter 149, Section 34A, of the General Laws, as amended.

Before commencing work, the Contractor selected to do the work shall furnish Salem State University with a certificate or a true copy of the insurance coverage with the following limits:

For liability for bodily injury, including accidental death \$300,000 for any one person and subject to the same limit for each person, \$500,000 on account of one occurrence.

For liability for property damage other than that caused by operation of motor vehicles, \$100,000 on account of one occurrence and \$3,000,000 on account of all occurrences.

For property damage covering the operation of motor vehicles, not less than \$100,000. These policies shall be maintained in force during the life of the contract.

