REQUEST FOR BID – UMAPP15-039

RFB Opening Date & Time: April 7, 2015 @ 2:00 p.m.

Requested by: Don Sullivan
Telephone: 413-577-1007
Department: Physical Plant
Date Prepared: 03/12/15

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>Campus – Custodial Services</td>
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All bids must be submitted on the sheets attached hereto. THIS FORM must be submitted and signed. The bid shall incorporate all the terms and conditions of the attached sheets. Successful Bidder will be required to enter into a Contract for Services, which may be found at: http://www.umass.edu/procurement/Fill-In_Forms/CFS%20long_form.pdf

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB, BY EMAIL ONLY to: Peter Royer. EMAIL: proyer@admin.umass.edu

All questions must be submitted by March 30, 2015

IMPORTANT INFORMATION

• It is the bidder’s responsibility to ensure that their bid is received in its entirety by the University of Massachusetts, Procurement Department, 407 Goodell Building, 140 Hicks Way, Amherst, MA 01003-9334.

By 2:00 PM on the bid opening date specified above. Bids received after the specified date/time or at a Location other than what is listed in the RFB will be rejected and placed unopened in the bid file.

• All prices are FOB Destination, delivery free of all charges to: University of Massachusetts Amherst at a location specified on a purchase order.

• Bidders must list their Taxpayer's Identification Number here: ____________________________

• Bid may not be materially altered after the bids have been opened. Only the Director of Procurement can determine what a material alteration is.

• All prices must be submitted on a Net Basis. Unit price shall prevail in case of mathematical error.

• Bids on items that differ from specifications will be rejected at the discretion of the Director of Procurement. Proprietary names are quoted for informational purposes only and are not meant to limit competition. The right is reserved to accept the bid deemed best for the University.

• Exceptions to any terms and conditions contained herein or in the bid specifications, must be noted by bidder in bid. The Director of Procurement reserves the right to reject any bid that does not conform to the specifications.

• All/Any Addenda which has been posted on the Procurement Website, http://www.umass.edu/procurement/bidsopen.htm, must be acknowledged below by filling in each Addendum #. (Example: *Acknowledge Addendum: #1, #2, #3, etc.)

Acknowledge Addendum: ________________________________

Vendor Name: ___________________________________ Telephone: ___________________ Fax: ___________________

Name of Person Submitting Bid: ____________________ Authorized Signature: ________________

Address: __________________________________________

Email Address: ____________________________________

Rev. 09/04
PART ONE GENERAL CONDITIONS

1.0 GENERAL CONDITIONS

1.0-1 PART ONE TABLE OF CONTENTS

All of the following shall be inclusive of Part One General Conditions and of the contract, unless otherwise noted:

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1.0-2 SITE VISIT
   A. Bidders are encouraged to visit the work site to familiarize themselves with the conditions affecting the required work.

1.0-3 PRE-BID QUESTIONS – NOT APPLICABLE

1.0-4 WORKMANSHIP
   A. All work shall be performed by skilled, experienced, and fully qualified personnel.
   B. The Contractor shall provide all necessary elements and complete all work in a professional manner, conducted with proper speed and supervision in accordance with all requirements under this document.
   C. The Contractor shall accept inspection by the Director of Physical Plant, or a designee, and shall correct any rejected services at no expense to the University.
   D. The Contractor shall maintain the work site in a clean and orderly condition at all times. Any debris, rubbish, or waste materials generated as a result of the services performed under the contract shall not accumulate and shall be properly disposed of in Contractor provided containers at the end of each work shift. Said debris, rubbish, and waste materials shall be transported to an appropriately designed and University approved off-campus disposal site at the Contractor’s expense.
   E. All necessary cutting or patching of existing surfaces shall fit together properly and shall be finished to match the surrounding and adjacent surfaces.

1.0-5 PARKING REGULATIONS AND USE OF WALKWAYS
   A. The Contractor’s vehicles and vehicles of persons employed by the Contractor will be charged a fee for on-campus parking. The fees can range from $8.00 per day per vehicle to $800.00 per year per vehicle.
   B. On campus vehicle registration and parking permits shall be requested from the University’s Parking Office and shall be the responsibility of the Contractor.
   C. The University’s Parking Office is located at the north end of parking lot #25 and the telephone number is (413) 545-0065.
GENERAL CONDITIONS

1.0-5 PARKING REGULATIONS AND USE OF WALKWAYS (continued)

D. Vehicles which are not registered with the University’s Parking Office or which are not parked at a parking meter or in the unreserved section of the Campus Center Garage are subject to a parking violation ticket and/or to being towed off-campus. The Contractor is cautioned that parking regulations are strictly enforced by University police. Any parking violations and related fees, regarding the Contractor’s vehicles and/or vehicles of persons employed by the Contractor, shall be the responsibility of the Contractor.

E. Vehicular traffic and parking on campus walkways, lawns, and gardens is prohibited, without exclusive authorization requested for each occurrence, by the Contractor, from the University Parking Office. Unauthorized vehicles will be ticketed and towed at the Contractor’s expense.

1.0-6 UNIVERSITY PROPERTY AND SECURITY

A. The Contractor and employees thereof are prohibited from entering, using or occupying any area of any University building, except for authorized business. Toilet facilities will be designated by the University’s representative.

B. The Contractor shall confine contract limits of construction to actual work areas.

C. The Contractor shall confine contract related equipment, materials, and operations to areas directed by the University and shall not unreasonably encumber the premises with such.

D. The Contractor is responsible for exercising all necessary care to avoid damage to University property.

E. The Contractor shall protect finished floors and other surfaces; including sills, jambs, and soffits of openings used as passageways in traffic areas of which equipment, materials, parts, and tools are handled prior to moving said items.

F. The Contractor shall maintain finished surfaces in the areas affected by the services in a clean, unmarred condition until acceptance of the respective services by the University.

G. The Contractor shall secure the work area, materials, and equipment at the end of each work day and shall provide hardware and locks, if necessary.

H. The Contractor’s attention is called to the possible existence of concealed water, sewer, storm drain, steam, gas, electric, and/or telecommunications lines beneath any work areas, which may be affected by heavy equipment use, excavation, or any other operations.

I. Any damage occurring due to the services performed under the contract shall be repaired to the satisfaction of and at no expense to the University.

J. The University will neither accept nor assume responsibility for the security of the Contractor’s material or equipment which is lost, stolen, or vandalized. The Contractor is advised to exercise caution in placement and storage of equipment and materials.

1.0-7 SCHEDULING AND COORDINATION

A. All work shall be scheduled through the Manager of Custodial Services of Physical Plant or an assigned representative, at telephone number (413) 577-1007. All work schedules and services to be performed shall require prior approval from the University Representative.

B. All services, except window washing, shall be performed between the hours of 5:00 p.m. and 1:00 a.m. on a Monday through Friday basis unless otherwise agreed to by both parties. Window washing services shall be performed between the hours of 5:00 a.m. and 5:00 p.m. on a Monday through Friday basis. All work shall be performed in such a manner so as not to interfere with the work of other contractors or University operations.
1.0-7 SCHEDULING AND COORDINATION (Continued)

C. The services shall commence within five (5) working days of the date of receipt, by the Contractor, of a properly-executed copy of the contract, unless otherwise agreed upon by the University and the Contractor, or as otherwise directed, in writing, by the University of Massachusetts’ Procurement Office. The work shall continue with regularity and as stated in this document until completion.

D. The work is described in and by the following:
   - All paragraphs and specifications in **PART TWO SPECIFICATIONS**;
   - All addenda which may have been or may be issued during the bidding period and which are made a part of the contract;
   - Applicable standard test and other codes as specified.

1.0-8 LIQUIDATED DAMAGES

A. Liquidated damages assessments will be based upon the completion date established in the **DELIVERY / ORDER FORM**, as referenced under **Section 2.2, PROJECT FORMS**, in **PART TWO SPECIFICATIONS**, of this document.

B. The Contractor shall pay the University liquidated damages on a per project basis the sum of **one-hundred dollars** ($100.00) for each calendar day beyond the completion date established in the **DELIVERY / ORDER FORM** as full compensation for the delay in completion of a project.

C. If the Contractor terminates his/her right to proceed with the contract, the resulting damage will consist of liquidated damages until the work is completed and accepted.

D. The assessment of liquidated damages, or any portion thereof, may be waived if the University agrees that the work has not been completed within the allotted time frame due to conditions beyond the Contractor’s control.

1.0-9 HEALTH AND SAFETY

A. The Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, orders, regulations, and codes, ensuring healthful and safe conditions, in the services required under the contract.

B. The Contractor shall be aware that the premises of the University contain permit-required confined spaces in which work may be required and that permit-required confined space entry is allowable only through compliance with a program that conforms to OSHA’s standards for confined spaces, under 29CFR1910.146.

C. The Contractor shall be responsible for securing all permits, water, and other utilities required to perform the services under the contract and shall be responsible for all associated charges and/or fees.

D. The Contractor shall comply with and shall assume all responsibility in accordance with all Federal, State, and Local laws, ordinances, rules, orders, regulations, and codes, regarding transporting, handling, storage, removal, and disposal of all flammable, regulated, and/or unregulated materials required for the services under the contract and shall be responsible for all associated fees and/or charges.

E. The Contractor and all Subcontractors shall take all precautions for preventing injuries to persons and property on or about the work site.

F. The Contractor and all Subcontractors shall immediately report all accidents, injuries, or health hazards to the University’s representative, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.
1.0-9 HEALTH AND SAFETY (continued)

G. The Contractor shall not permit smoking by employees in any building.

H. The Contractor shall not allow the use of intoxicating beverages or non-prescription controlled substance drugs upon or about the work site.

I. The Contractor shall assume the defense of, indemnify, and save harmless all officers and employees of the University and all other University associated personnel and/or possessions from all claims, associated with the services required under the contract, relating to:
   - Labor performed or furnished;
   - Injuries to any person or corporation received or sustained by or from the Contractor or Subcontractor, or any agents or employees thereof, in performing the required services;
   - Consequence of any improper materials, implements or labor used in performing the required services;
   - Any act, omission, or negligence of the Contractor or Subcontractor, or any agents or employees thereof, in performing the required services.

J. Prior to any work proceeding, any asbestos containing material affecting the required services shall be appropriately abated. Abatement activities shall be the responsibility of the University. Any asbestos damage caused by the services performed by the Contractor shall be corrected by the Contractor. The corrective work and any training of employees of the Contractor for such shall be in compliance with all regulations set forth by the Commonwealth of Massachusetts Executive Office of Labor and shall be the sole responsibility of the Contractor.

K. Prior to entry for review or work, in any areas storing or using radioactive material, the Contractor shall submit a written request for clearance to the University of Massachusetts Division of Environmental Health and Safety (E. H. & S.) and the University Representative. No work shall be performed in such areas until a “Radiation Area Job Permit” has been approved, signed, and issued to the Contractor, by an official of E. H. & S. Such areas have the appropriate signs and labels posted at each entrance.

L. Prior to proceeding with any work, the Contractor shall determine the location of any heat or smoke detectors and other types of fire protection system equipment which may be affected by any services performed under the contract. The Contractor shall request isolation or deactivation of such equipment, including any notifications, through the University’s Representative. Such isolation, deactivation, and notification shall occur prior to commencing any work. Upon completion of each respective job, the Contractor shall request reactivation of such equipment through the University’s Representative. The Contractor shall be responsible for any charges or damages resulting from his failure to act in accordance with this section.

M. The Contractor shall provide and maintain in good serviceable condition at all times warning signs and non-combustible barriers and forms and fire resistive tarps or plastic, each of which shall be approved by the University, shall be suitable for the purpose, and shall be installed adjacent to each work area, for complete enclosure and/or isolation of all excavations, wells, pits, manholes, shafts, overhead areas, etc., which are associated with the work under the contract. Barriers shall be a secure fence, guardrail, cover, or similar assembly designed and erected to provide protection for concrete, protection from the weather, and to prevent accidental through access. Barrier tape and/or sawhorses shall not be used as a means of such access protection.

N. All salamanders used for heating shall exhibit an approval tag issued by the Commonwealth of Massachusetts Fire Marshall’s Office. Any units not displaying said approval tag will be ordered off University premises forthwith.

O. The Contractor shall provide MATERIAL SAFETY DATA SHEETS for products required under the contract to the Physical Plant E. H. & S. Office.
1.0-9 HEALTH AND SAFETY (continued)

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

Q. In the event metal trash containers of six (6) cubic yards aggregate capacity or larger are to remain at any work site for more than one (1) work day, the Contractor shall secure a permit, for each location, from the Local Fire Department, in accordance with Commonwealth of Massachusetts Regulations, under 527 CMR 34.03.

R. The Contractor shall secure a permit from the Local Fire Department for storage of more than 2500 cubic feet gross volume of combustible and/or flammable materials within any building.

S. Any Petroleum based products left unattended/stored on campus, must be reported to the University Representative and the Physical Plant Environmental Health and Safety Officer.

T. Any petroleum based products left unattended/stored on campus must be stored in a spill/secondary containment.

U. The following OSHA standards must be followed when applicable; Powered Platforms, Manlifts, and Vehicle-mounted Work Platforms - 1910 Subpart F, Scaffolds - 1910.28, 1926.450, 1926.451, 1926.452, 1926.453, 1926.454, 1926 SubPart L, Fall Protection – 1926 Subpart M.

V. Should the Director of Physical Plant or a designee deem that the Contractor is not abiding by the requirements of this Section or that a serious unsafe condition exists which threatens the health, lives, safety, or property of the University community, the Director of Physical Plant may order an immediate suspension of operations and said operations will not be allowed to resume until the appropriate corrective action has been taken and is approved by the Director of Physical Plant.

W. The Contractor's failure to comply with any of the requirements of this Section shall be cause for immediate termination of the contract.

1.0-10 GUARANTY AND WARRANTY

A. The Contractor guarantees that all work performed and all material and equipment furnished by the Contractor, is in accordance with the specifications and is free from defects in material and craftsmanship.

B. The Contractor shall provide only new and good quality materials and warrant that the Firm has full title to all Contractor provided materials, supplies, and equipment used in the work under the contract.

C. All Contractor provided materials and equipment shall meet the University’s satisfaction and shall follow the requirements of section 1.0-19 of this document.

D. The Contractor shall reimburse the University for all expenses, losses, and/or damages incurred as a consequence of any defect, omission, negligence, or error regarding any work performed and/or any material provided by the Contractor or Subcontractor or any agents or employees thereof.

1.0-11 INSURANCE REQUIREMENTS

A. Prior to contract award, the Contractor shall provide a certificate of insurance showing that the Firm maintains without deductibility, Contractor’s Public Liability and Property Insurance and Contractor’s Protective Public Liability and Protective Property Damage Liability Insurance in not less than the following amounts:

<table>
<thead>
<tr>
<th>Bodily Injury</th>
<th>Property Damage</th>
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<tbody>
<tr>
<td>Each Person</td>
<td>Each Accident</td>
</tr>
<tr>
<td>$500,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Accident Aggregate $500,000 $500,000</td>
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1.0-11 INSURANCE REQUIREMENTS (Continued)

B. Prior to contract award, the Contractor shall provide a Certificate of Insurance showing coverage for Worker’s Compensation in accordance with the provisions of Massachusetts General Laws, Chapter 438, Acts of 1938.

C. Prior to contract award, the Contractor shall provide a certificate of insurance showing motor vehicle insurance coverage, for each vehicle, meeting the compulsory limits required by the Commonwealth of Massachusetts.

1.0-12 PREVAILING WAGE

A. The Contractor shall pay the prescribed wage rates in accordance with the provisions of Massachusetts General Laws, Chapter 149, sections 26 and 27 and with the MINIMUM WAGE RATES schedule, issued by the Commonwealth of Massachusetts Executive Office of Labor, which are attached to and made a part of this document.

B. In the event of conflicts between the schedules for any trade labor classification, the greater amount for the trade labor classification shall prevail as the minimum wage rate.

C. If the Contractor, during the progress of the work, requires a minimum wage rate for some additional trade labor classification, a written request for such shall be presented to the University. The University will obtain the additional trade labor classification and corresponding minimum wage rate from the Commonwealth of Massachusetts Executive Office of Labor and advise the Contractor of the same. Said additional trade labor classification and minimum wage rate shall be considered a part of the contract and the Contractor shall have no claim for additional compensation because of the additional trade labor classification and minimum wage rate.

1.0-13 FOREIGN CORPORATIONS

A. The Contractor shall comply with the requirements of Massachusetts General Laws, Chapter 181, sections 3 and 5, if the bidding contractor is a corporation foreign to the Commonwealth of Massachusetts.

1.0-14 REHABILITATION COMPLIANCE

A. In accordance with Section 504 of the Rehabilitation Act of 1973 and the implementing regulations of that Federal Act (45 CFR 84), the University of Massachusetts at Amherst does not discriminate on the basis of handicap, in admission or access to, or treatment of employment in, the programs and activities which the University operates. Inquiries concerning the regulations stated in said Federal Act should be directed to the Chancellor’s Office, at Whitmore Administration Building, at telephone number (413) 545-2204.

1.0-15 CONTRACT TERMINATION

A. 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.

B. 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.

C. 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.

D. 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.
1.0-16 CONTRACT PERIOD
A. The contract shall be for a period beginning on or around June 1, 2015 and continue through September 30, 2016, with the option to renew the contract for an additional one (1) year as of October 1, 2016 and for a second additional one (1) year period as of October 1, 2017. The contract shall not extend beyond midnight of September 30, 2018.

B. 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. The contract is subject to a price adjustment on the renewal date by a percentage figure not to 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 the “not to exceed” percentage figure entered by the bidder, under RENEWAL OPTION, on page BR-3, in the BID RESPONSE SECTION of this document. Such percentage rate of increase figure shall be applied to the CONTRACT MULTIPLIER RATE, entered in the BID RESPONSE SECTION.

1.0-17 SUBCONTRACTING WORK
A. The Contractor shall not subcontract any portion of the work under the contract unless approved, in writing, by the Director of Physical Plant, or a designee.

1.0-18 GENERAL
A. The Successful Bidder shall execute a “Contract for Services” within five (5) working days of receipt of notification of contract award from the University. A copy of the “Contract for Services” form is attached to this document for informational purposes only.

B. 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.

C. A reasonable number of sets of specifications for the contract will be furnished by the University immediately after signing of the contract. One (1) set, together with one (1) copy of all applicable codes, shall be supplied by the Contractor and shall be maintained intact at the work site on the campus, for reference by the Contractor and authorized University representatives. Additional copies of the specifications will be furnished, if requested, at a cost to the contractor.

D. 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.

E. 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.

1.0-19 OR EQUAL UNDERSTANDING
A. To follow the name of any maker, vendor, or proprietary product; any trade name, plate or catalog number; any detailed description which is used to define the material, article, assembly, or system required;
1.0-19 OR EQUAL UNDERSTANDING (Continued)

B. To mean any material, article, assembly, or system which, in the opinion of the Director of Physical Plant or a designee, is at least equal in quality, durability, appearance, strength, and design to the material, article, assembly, or system named or described and will perform, at least equally, the functions imposed by the general design. The words “or equal” shall not be construed to permit substantial departures from the detailed requirements of the prints, drawings, plans, and/or specifications for any material, article, assembly, or system or of any component parts thereof;

C. If the initial and secondary submittal to the Director of Physical Plant or designee, of a material, article, assembly, or system both fail to meet the requirements of the previous paragraph, the Director or designee may reject the material, article, assembly, or system and may refuse to permit a resubmittal, providing the Director or designee notifies the Contractor in writing as to the specific reasons for rejections. The Contractor may appeal, in writing, said rejections to the Director, but the Director may reject said appeal without a hearing, provided said appeal is not in the possession of the Director within seven (7) calendar days from the date of receipt, by the Contractor, of the original written rejection. The appeal shall state, in detail, the basis and reasons thereof. Both the written rejection and appeal thereto shall be transmitted by registered mail, with a mail carrier return receipt.

1.0-20 PAYMENT BOND

A. Upon execution of a contract, the successful bidder shall furnish a Payment Bond in the sum of fifty percent (50%) of the anticipated annual volume of business of $400,000.00

B. Said Bond shall be made payable to the University of Massachusetts and shall be of a Surety Company qualified to do business under the laws of the Commonwealth of Massachusetts.

C. The premium for said Bond shall be paid by the Contractor and shall be included in the CONTRACT RATE, entered in the BID RESPONSE SECTION of this document.

1.0-21 BASIS OF PAYMENT

A. All costs for each service call will be based upon each applicable cost figure, as entered in the BID RESPONSE SECTION of this document.

B. 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).

C. 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; in accordance with Section 1.0-22, METHOD OF PAYMENT, of this GENERAL CONDITIONS Section; and in accordance with this Section 1.0-21, BASIS OF PAYMENT.

D. 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) calendar day period, the Contractor shall submit written notification stating the reason for such anticipated delay, to the University Representative within said thirty (30) calendar day period. Said forms and invoices shall be fully and legibly filled out.

E. The Weekly Payroll Report Forms and invoices shall show, as a minimum, the contract number, the name(s) and trade labor classification(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 associated form and invoice.
GENERAL CONDITIONS

1.0-21 BASIS OF PAYMENT (Continued)

F. Repeated forms and invoices submittal delays or repeated requests for such delays will be unacceptable and will be cause for contract termination by the University.

G. All invoices shall be submitted on University Payment Voucher forms.

H. All invoices and Weekly Payroll Report Forms shall be submitted to:

UNIVERSITY OF MASSACHUSETTS AMHERST
PHYSICAL PLANT BUILDING, ACCOUNTS PAYABLE
BOX 39248
360 CAMPUS CENTER WAY
AMHERST, MA 01003-9248

I. 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.

J. The Contractor shall maintain records pertaining to the services provided, 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.

1.0-22 METHOD OF PAYMENT

A. 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; in accordance with Section 1.0-21, BASIS OF PAYMENT, of this GENERAL CONDITIONS Section; and in accordance with this Section 1.0-22, METHOD OF PAYMENT.

B. 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.

C. All invoices shall be submitted on University Payment Voucher forms.

D. All invoices and Weekly Payroll Report Forms shall be submitted to:

UNIVERSITY OF MASSACHUSETTS AMHERST
PHYSICAL PLANT BUILDING, ACCOUNTS PAYABLE
BOX 39248
360 CAMPUS CENTER WAY
AMHERST, MA 01003-9248

END OF SECTION 1.0
### Part Two Specifications

#### 2.0 General Requirements

#### 2.0-1 Part Two Table of Contents

All of the following shall be inclusive of Part Two Specifications and of the contract, unless otherwise noted:

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PART TWO  SPECIFICATIONS

2.0  GENERAL REQUIREMENTS

2.0-2  SCOPE OF SERVICES

A. The Contractor shall provide all necessary elements, including labor, equipment, materials, tools, and vehicles required to perform the types of custodial services specified under this document on a PER CALL/AS NEEDED basis in accordance with the standards specified herein at all facilities under the jurisdiction of the University of Massachusetts Amherst.

B. The Contractor shall assume all costs and responsibilities for all labor, equipment, materials, tools, and vehicles required for the services covered under this document. The University will not provide any labor, equipment, materials (except for lamps as described in 2.02-D, SCOPE OF SERVICES), tools, or vehicles nor assist with nor accept responsibility for any of the covered services. The University Representative will accompany the Contractor to the work area and will provide access to the worksite.

C. The types of required custodial services include stripping and refinishing of resilient floor covering materials, cleaning of stairways and stairway landings, shampooing of wall-to-wall carpeting and upholstery, dusting in high areas, and cleaning of exterior and interior of exterior window glass.

D. The work will be primarily limited to the Amherst Campus. However, the University reserves the right to require such work at facilities in Belchertown, Hadley, and South Deerfield, which are under the jurisdiction of the University of Massachusetts at Amherst.

E. The University reserves the right to require the Contractor to perform all work required under this document at up to three (3) sites simultaneously. Therefore, the Contractor shall have adequate personnel and equipment readily available.

F. All work shall be performed in accordance with the specifications of this document and as directed by the University.

G. The Contractor shall deliver all required equipment and products to the work site.

H. A University issued ROUTINE WORK ORDER, as referenced in Section 2.2-1, and a DELIVERY / ORDER FORM, as referenced in Section 2.2-2, of this document, will be required for each project, under the direct supervision and approval of the University Representative.

I. All work shall be performed expeditiously and shall comply with the schedules and time frames stated in the ROUTINE WORK ORDER and the DELIVERY / ORDER FORM and as directed by the University.

J. Prior to commencing each project, a DELIVERY / ORDER FORM shall be prepared and approved by both the University and the Contractor. Liquidated damages assessments, in accordance with section 1.08, LIQUIDATED DAMAGES, of PART ONE, GENERAL CONDITIONS of this document, will be based upon the completion date established in said DELIVERY / ORDER FORM.

K. 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.

L. 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.

M. Prior to commencing work at each work site, a specific estimate and work schedule shall be prepared and agreed upon by both the University and the Contractor.
2.0-2 SCOPE OF SERVICES (continued)

N. 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, dusted, stripped, and/or sealed, 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.

O. The Contractor shall allow the University to occupy all areas adjacent to the work areas at all times. The Contractor shall cooperate with the University to minimize conflict and to facilitate the University occupant’s operations.

P. The University will not consider any additional time required to secure products or to perform work as justification for an extension of the allowed completion time or for an extension of the contract period.

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

R. 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 effect 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.

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

T. 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.

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

V. The Contractor will be compensated an additional $10.00 per portable extraction unit for moving these units beyond the second floor in buildings that do not have elevators.

2.0-3 UNIVERSITY REPRESENTATIVE

A. The University has designated the Manager of Custodial Services of Physical Plant or a designee thereof as the University’s Representative for the contract.

2.0-4 DEFINITIONS

A. The following words and definitions shall apply to this contract:

Words in the singular shall also mean and include the plural, and words in the plural shall mean the singular, wherever the context so indicates.

“ACCEPTABLE”, “SATISFACTORY”, and similar words -- Acceptable or satisfactory to the University Representative.

“APPROVED”, or “APPROVAL” -- Written approval of the University Representative.

“CONTRACTOR” -- The party or parties or the legal representative of said party or parties contracting to perform the services covered by the contract.
2.0-4 DEFINITIONS (continued)

“CORRECT”, “NECESSARY”, “PROPER”, “REASONABLE”, and similar words -- Correct, necessary, proper, or reasonable in the judgment of the University Representative.

“DEFECT”, “DEFECTIVE”, and similar words -- Operation or control system failures, performances below specified ratings, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected, and unsatisfactory conditions.

“DESIGNATED”, “DIRECTED”, “ORDERED”, “PERMITTED”, “PRESCRIBED”, “REQUIRED”, and similar words -- the designation, direction, order, permission, prescription, or requirement of the University Representative.

“INSPECT”, “INSPECTION”, and similar words -- Close critical appraisal and submittal of a report of all conditions to the University’s Representative for the water filtration system.

“MAINTENANCE” -- Service, as necessary, to allow the materials associated with the work area the capability of being utilized at their original or intended operational capacity.

“MATERIAL” -- Any product, equipment, device, assembly, or item required under the contract, as indicated by trade or brand name, original equipment manufacturer’s name, standard specifications reference, or to other description.

“PROVIDE”, “PROVIDING”, and similar words -- Furnish and install, connect, supply, erect, construct, or similar terms, unless otherwise indicated in the contract documents.

“SPECIFICATIONS” -- All information contained in the bound or unbound volume, including all contract documents defined herein.

“UNIVERSITY” -- University of Massachusetts or any representative thereof, authorized to administer the work under the contract.

END OF SECTION 2.0

2.1 CONTRACTOR REQUIREMENTS

2.1-1 QUALIFICATIONS

A. Each Bidder shall prove proficiency in the types of custodial services covered under this document by submitting with the bid, documentation in the form of correspondence and other evidence testifying to that proficiency and shall prove that the Firm can provide the required equipment and products and that their personnel and vehicles are equipped to fulfill all phases of the work specified in this document.

B. 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.

C. The Contractor shall employ only trained, qualified personnel, each of whom has had at least three (3) years of experience and has received training in all services specified in this document.

D. The University of Massachusetts Amherst reserves the right to refuse entry to any work site and the campus of any employee working for the contractor.
PART TWO SPECIFICATIONS

2.1-1 QUALIFICATIONS (continued)

E. Upon award of the contract, the Contractor shall submit a list of names of personnel, which they propose to employ for the services identifying their respective job classification to:

UNIVERSITY OF MASSACHUSETTS AMHERST
MANAGER OF CUSTODIAL SERVICES
BOX 39248, PHYSICAL PLANT BUILDING
360 CAMPUS CENTER WAY
AMHERST, MA 01003-9248

F. The submittal of qualifications for both the Contractor and employees thereof shall remain on file with the University of Massachusetts, Physical Plant, Custodial Services Office, throughout the contract period.

G. A bid submitted by a Bidder having experienced bankruptcy or financial reorganization under Chapter 7 or Chapter 11 within the last five (5) years will be disqualified.

H. Failure of the Bidder or the Contractor to meet all requirements of this Section shall be cause for disqualification of the bid or termination of the contract.

2.1-2 RESPONSE

A. The Contractor shall respond, by telephone, no later than eight (8) normal working hours after each call from the University, between the hours of 8:00 a.m. and 5:00 p.m., on a Monday through Friday basis, excluding holidays and shall comply with the schedules and time constraints as stated in the ROUTINE WORK ORDER and the DELIVERY / ORDER FORM and as directed by the University.

B. The Contractor’s response personnel shall have the ability to be reached by telephone or pager, via a toll free telephone number, between the hours of 8:00 a.m. and 5:00 p.m., on a Monday through Friday basis, excluding holidays.

C. Upon award of the contract, the Contractor shall submit in writing a list of telephone numbers and the respective names of authorized response personnel to:

UNIVERSITY OF MASSACHUSETTS AMHERST
MANAGER OF CUSTODIAL SERVICES
BOX 39248, PHYSICAL PLANT BUILDING
360 CAMPUS CENTER WAY
AMHERST, MA 01003-9248

D. The Contractor shall notify the Physical Plant Custodial Services Office immediately by telephone at (413) 545-0200, followed in writing, of any change of response personnel or telephone number.

E. The University reserves the right to back charge the Contractor at the rate of fifty dollars ($50.00) per hour for any and every hour of non-response beyond the required eight (8) hours telephone response period.

F. The Contractor’s failure to respond and/or commence and/or complete work within the stated time frames, may result in termination of the contract by the University. Any expenses incurred by the University as a result of non-response or contract termination will be back-charged to the Contractor and will be deducted from any balances due the Contractor. Said expenses will include but shall not be limited to, the cost of re-advertising of the contract specifications and other actual related costs.

G. Failure of the Contractor to meet all requirements of this Section shall be cause for termination of the contract.
2.1-3 PERFORMANCE STANDARDS

A. All work of the Contractor shall meet all requirements of Section 2.3, Detailed Requirements, of this document and shall comply with all requirements of the Commonwealth of Massachusetts, Federal, OSHA, and Local laws, ordinances, rules, orders, regulations, and codes in performing the work under the contract.

B. If any of the work required under this document fails to meet the University’s satisfaction and all requirements of any applicable Commonwealth of Massachusetts, Federal, OSHA, and Local laws, ordinances, rules, orders, regulations, and codes, the Contractor shall correct the deficiencies and the University will withhold payment until acceptance of all portions of the work.

C. The Contractor shall be aware that the premises of the University contain permit-required confined spaces in which work may be required and that permit-required confined space entry is allowable only through compliance with a program that complies with OSHA’s standard for confined spaces 29CFR1910.146.

D. The Contractor shall employ an adequate number of qualified personnel who have been properly trained and who are experienced and completely familiar with the methods required for safe and proper execution of the services required under this document.

E. Unsatisfactory or non-performance or unsafe acts or the creation of any hazardous or unsafe condition by the Contractor or any agent or employee thereof, as judged by the University, shall be cause for immediate termination of the contract by the University.

F. The Contractor shall obtain detailed information from the manufacturers of materials, which are to be furnished and/or installed, as to the proper method of installing same. The Contractor shall also obtain all information which may be necessary to facilitate the work and the completion of the entire project.

G. The Contractor shall keep fully informed, as to size, shape, and location of all openings required for the passage of any equipment and materials.

H. The Contractor shall confer with all other trades relative to location of all materials to be installed and all equipment to be used and shall select locations so as not to conflict with work of other trades or contractors. Any conflict shall be referred immediately to the University Representative. All work and materials placed in violation of this clause shall be readjusted to the University’s satisfaction, at no expense to the University.

I. The Contractor shall refer to all drawings for a full comprehension of the extent and detail of the work to be performed. These drawings are complementary with the specification and any work indicated, mentioned, or required in either is considered as specified by both.

J. Conflicts regarding materials to be installed and/or equipment to be used by the Contractor shall be adjusted to the University’s satisfaction prior to proceeding with the work.

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

2.1-4 EQUIPMENT, MATERIALS, TOOLS, AND VEHICLES

A. The Contractor shall provide all equipment, materials, tools, and vehicles necessary for the completion of all services required under the contract.

B. The materials and equipment to be provided by the Contractor shall include cleaning agents, stripping agents, floor sealer coat products, floor finish coat products, carpet shampoo, H.E.P.A filter back-pack vacuum cleaners, cleaning cloths and towels, glass scrapers, hoses, wands, squeegees, and ladders.
2.1-4 EQUIPMENT, MATERIALS, TOOLS, AND VEHICLES (continued)
   C. The Contractor shall provide all testing, monitoring, and ventilation equipment required for permit-required confined spaces.
   D. Failure of the Contractor to meet any of the requirements of this Section shall be cause for termination of the contract.

2.1-5 CODES AND INSPECTIONS
   A. All work shall comply with the requirements of applicable Federal, State, and Local laws, ordinances, rules, orders, regulations, and codes.
   B. The Contractor shall be responsible for scheduling inspections for the work under this document.
   C. All schedules for inspections shall meet the approval of the University.

2.1-6 SERVICE REPORTS
   A. Upon completion of each service visit, the Contractor shall submit a University approved, written service report, detailing all services performed, listing any discrepancies and related corrective action taken, for each project, with a transmittal letter, to:
      UNIVERSITY OF MASSACHUSETTS AMHERST
      MANAGER OF CUSTODIAL SERVICES
      BOX 39248, PHYSICAL PLANT BUILDING
      360 CAMPUS CENTER WAY
      AMHERST, MA 01003-9248
   B. Each service report shall include the contract title and number, the building name, University assigned work order number, location, description of the work performed, a detailed evaluation and recommendations, a detailed list of products used, service date, and contractor’s service representative’s signature.

2.1-7 RECORDS
   A. The Contractor shall maintain a complete and updated file of all services performed on each project for review at any time by the University.
   B. The Contractor shall provide the respective product manufacturer’s standard maintenance instruction manuals, including all catalog sheets, brochures, schedules, performance charts, illustrations, and other standard descriptive data, for each product used on each project.

2.1-8 CONFINED SPACE ENTRY PROGRAM
   A. The Contractor shall be aware that the premises of the University contain permit-required confined spaces in which work may be required.
   B. Permit-required confined space entry is allowable only through compliance with a program that complies with OSHA’s standard for confined spaces 29CFR1910.146.
   C. The Contractor shall provide all personnel, testing, monitoring, and ventilation equipment required for permit-required confined spaces.
PART TWO SPECIFICATIONS

2.2 PROJECT FORMS

GENERAL
A. A Routine Work Order, and a Delivery / Order Form, will be required for each project.

2.2-1 WORK ORDER FORM
A. The Work Order Form on page S-9 of this section is a sample of the Routine Work Order presently issued by the University for each project.
B. The University will issue a Routine Work Order for each project.
C. The name(s) of the Contractor's personnel who performed the work shall be entered, in a legible manner, in the appropriate space provided on each Routine Work Order upon completion of each project. The signature(s) of the personnel performing or supervising the work shall also be entered thereon.
D. A Routine Work Order, showing the approval signature of the University Representative, shall be submitted, by the Contractor, with each invoice for payment.

2.2-2 DELIVERY / ORDER FORM
A. The Delivery / Order Form provided on page S-10 of this document shall be used for each project.
B. Prior to commencing each project, all applicable information shall be entered, in the appropriate spaces, on the Delivery / Order Form and shall be agreed upon by both the Contractor and the University Representative.
C. Prior to commencing each project, the acceptance signatures of both the Contractor and the University and the dates of acceptance shall be entered on the Delivery / Order Form.
D. The person signing the Delivery / Order Form shall be one designated by the Contractor, in writing, as having that authority. The signature shall be in original ink. Stamped signatures are not acceptable.
BRIEF DESC:
MENT.

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NOTE: INDICATE ANY REMARKS OR COMMENTS ON THE REVERSE SIDE.

SPECIFICATIONS

CUSTODIAL SERVICES
UMAPP15-039
### UNIVERSITY OF MASSACHUSETTS AMHERST
### CUSTODIAL SERVICES
### DELIVERY / ORDER FORM

**CONTRACT #: UMAPP15-039**

**Description of Work:**

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<td>Cleaning Stairways &amp; Stairway Landings</td>
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**TOTAL COST THIS ORDER**

Contractor Acceptance Signature: ____________________________ Date: ____________

University Acceptance Signature: __________________________ Date: ____________

Project Start Date: ________________

Project Completion Date: ________________

Comments: _____________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________
PART TWO SPECIFICATIONS

2.3 DETAILED REQUIREMENTS

2.3-1 MOVING AND RELOCATING FURNITURE

A. Prior to commencing any floor covering stripping, refinishing, and carpet shampooing, as part of the bid, the Contractor will move all chairs from the work area. All other furniture moving, if required, will be done at an agreed upon price. Upon completion of the stripping, refinishing, and carpet shampooing, the Contractor shall carefully place said furniture in its original location.

B. The University will disconnect all associated utility services, lines, and cables to computer, research, and telecommunications equipment.

C. All work shall be performed with minimum inconvenience to building occupants.

2.3-2 RESILIENT FLOOR COVERING STRIPPING AND REFINISHING

A. Prior to commencing the stripping and refinishing operation, the Contractor shall remove all trash and debris and hard deposits of chewing gum, tar, rust, and other foreign matter from the work area.

B. During the initial stripping of the floor in each area, the Contractor shall remove all stains, splash marks and discoloration from baseboards, furniture, doors, partitions, walls, and sides of stairwells.

C. The floor stripping operation will be considered satisfactory when all traces of the old finish have been removed and when the floor is absolutely clean and shows no traces of dirt.

D. Prior to refinishing resilient floor covering, the Contractor shall machine-scrub said floor covering, using a University approved, non-toxic, non-flammable chemical solution, to remove all dirt and old finish.

E. After proper surface preparation, as recommended by the floor finish product manufacturer, and after the floor surface has dried completely, the Contractor shall apply two (2) coats of sealer and three (3) coats of finish, each approved by the University, and machine-buff the floor surface in accordance with the product manufacturer’s instructions.

F. The stripping and refinishing work shall be performed and completed at each work site on the same workday.

G. Finished floors shall present a clean appearance, free from scuff, smear, and dirt marks. When complete, the floor finish shall have a uniform gloss, indicating equal finish distribution throughout the floor area.

2.3-3 CLEANING STAIRWAYS AND STAIRWAY LANDINGS

A. Prior to commencing the cleaning operation, the Contractor shall remove all trash and debris and hard deposits of chewing gum, tar, and other foreign matter from the work area.

B. The Contractor shall broom sweep and damp mop or hand-scrub clean the respective stairway landings, handrails, steps, and risers.

C. After proper surface preparation, as recommended by the floor finish product manufacturer, and after all surfaces have dried completely, the Contractor shall apply two (2) coats of sealer and three (3) coats of finish, each approved by the University, in accordance with the product manufacturer’s instructions.

D. The cleaning, sealer, and finish work shall be performed and completed at each work site on the same workday.

E. Finished surfaces shall present a clean appearance, free from scuff, smear, and dirt marks. When complete, the finish shall have a uniform gloss, indicating equal finish distribution across the entire work area.
PART TWO  SPECIFICATIONS

2.3-4 SHAMPOOING WALL-TO-WALL CARPETING
A. Prior to commencing the shampooing operation, the Contractor shall remove all trash and debris and hard deposits of chewing gum, tar, and other foreign matter from the work area.
B. Prior to commencing carpet shampooing, the Contractor shall thoroughly clean all carpet within the work area, using a H.E.P.A. filter vacuum cleaner, and shall treat all stains with a University approved, non-toxic, non-flammable chemical cleaning solution.
C. Hot water/Steam cleaning method with truck mounted or portable extractor method of cleaning shall be used, using a University approved non-toxic, non-flammable, liquid shampoo.
D. The cleaned carpet shall be free of streaks, stains or spots and shall have a bright uniform color.
E. The shampooing work shall be performed and completed at each work site on the same workday.
F. Shampooed carpet shall present a clean appearance, free from stains and dirt marks.
G. The cleaning of upholstery shall be free of streaks, stains or spots and shall have bright uniform color.

2.3-5 CLEANING GLASS
A. The Contractor shall thoroughly clean all interior and exterior glass surfaces of exterior windows in accordance with normal industry practice and as directed by the University.
B. All glass surfaces shall be cleaned free of stains or streaks. All paint, putty, film and foreign matter found on glass surfaces shall be removed.
C. Exterior glass cleaning shall be accomplished using a wand/pole or ladder, capable of reaching up to forty (40) feet, and a University approved, non-toxic, non-flammable window cleaning solution.

2.3-6 WATER AND ELECTRICAL PROVISIONS
A. The University of Massachusetts Amherst will provide a source for water for portable units and an approved site for the disposal of waste water from portable units.
B. The University of Massachusetts Amherst will provide standard 110 volt electrical service for portable units.

2.3-7 WORK AREAS
A. All work under this contract will be in Academic / Administrative buildings only. No work will be done in Health Service or Food Service Areas.

2.4 UNIT PRICE SCHEDULE
This Section identifies the description of the custodial services work, the specification reference section and unit measures, to which the CONTRACT RATE, entered in the BID RESPONSE SECTION, on page BR-2, shall be applied under the contract.

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>SPEC. REF.</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resilient Floor Covering</td>
<td>Sections 2.3-1,</td>
<td>SF</td>
</tr>
<tr>
<td>Stripping and Refinishing</td>
<td>and 2.3-2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cleaning Stairways and</td>
<td>Section 2.3-3</td>
<td>SF</td>
</tr>
<tr>
<td>Stairway Landings</td>
<td></td>
<td></td>
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CUSTODIAL SERVICES  SPECIFICATIONS
UMAPP12-187          S-12
### 2.4 UNIT PRICE SCHEDULE (Continued)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Sections</th>
<th>Unit</th>
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<tbody>
<tr>
<td>Shampooing Wall-To-Wall Carpeting (portable extraction)</td>
<td>2.3-1, 2.3-4</td>
<td>SF</td>
</tr>
<tr>
<td>Shampooing Wall-To-Wall Carpeting (truck-mounted)</td>
<td>2.3-1, 2.3-4</td>
<td>SF</td>
</tr>
<tr>
<td>Cleaning Interior &amp; Exterior of Exterior Glass</td>
<td>2.3-5</td>
<td>SF</td>
</tr>
<tr>
<td>Cleaning/Shampooing Upholstered Furniture</td>
<td>2.3-4</td>
<td>EA</td>
</tr>
</tbody>
</table>

**END OF SECTION 2**
BID RESPONSE SECTION

TABLE OF CONTENTS

All of the following shall be inclusive of this BID RESPONSE SECTION and of the contract, unless otherwise noted:

<table>
<thead>
<tr>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>TABLE OF CONTENTS</td>
<td>1</td>
</tr>
<tr>
<td>BID RESPONSE FORMS</td>
<td>1</td>
</tr>
<tr>
<td>DOLLAR VOLUME</td>
<td>1</td>
</tr>
<tr>
<td>CONTRACT RATE</td>
<td>2</td>
</tr>
<tr>
<td>RENEWAL OPTION</td>
<td>3</td>
</tr>
<tr>
<td>BIDDER QUALIFICATION STATEMENT</td>
<td>3</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>3</td>
</tr>
<tr>
<td>PERSONNEL QUALIFICATIONS</td>
<td>4</td>
</tr>
</tbody>
</table>

BID RESPONSE FORMS

One (1) original and two (2) copies of all pages of this BID RESPONSE SECTION and all other documentation required under PART ONE and PART TWO of this document shall be submitted at the time of bid.

Each Bidder shall be responsible for filling in all blank spaces of this BID RESPONSE SECTION.

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

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

The contract will be awarded based on the lowest cost per line item. The University reserves the right to award each line item to separate vendors or to group line items together as it determines is in the best interest of the University. The university retains the sole right to determine how line items will be awarded. The university will consider option year costs in their evaluation of the best overall total costs. Since the contract can be awarded on individual line items, vendors are encouraged to bid on as many, or as few, line items as they feel that their company can provide in an efficient, professional manner.

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 no price increase, for the renewal period.

CAMPUS - CUSTODIAL SERVICES
UMAPP15-039

BID RESPONSE
BR-1
DOLLAR VOLUME
The University anticipates that the annual volume of business under the contract will be approximately $400,000 with a guaranteed minimum of $5,000.

The University guarantees a minimum of $1,000 for each DELIVERY / ORDER FORM for Resilient Floor Covering Stripping & Refinishing. Shampooing Wall to Wall Carpeting and all other categories will have a $500.00 minimum for each DELIVERY / ORDER FORM. Projects estimated to exceed $20,000 may be publicly bid under separate documents and will be awarded under the appropriate statute.

CONTRACT RATE
Each Bidder shall provide a contract rate figure in the appropriate space provided below for the work specified in this document.

The Contract Rate, as referenced under this section and entered by the Bidder, times the respective unit price, as defined in the UNIT PRICE SCHEDULE, in Section 2.4, of this document shall be full compensation for the cost of labor, including all fringe benefits, materials, tools, equipment, vehicles, travel expenses, overhead, insurance, bonds, and profit, and must be an accurate representation of actual charges. (The University is tax exempt.)

Awards may be singular or multiple to a contractor, based on the lowest contract rate per line item.

The CONTRACT RATE is:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>CONTRACT RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resilient Floor Covering Stripping &amp; Refinishing</td>
<td>SF</td>
<td></td>
</tr>
<tr>
<td>Cleaning Stairways &amp; Stairway Landings</td>
<td>SF</td>
<td></td>
</tr>
<tr>
<td>Shampooing Wall-To-Wall Carpeting (Portable extraction)</td>
<td>SF</td>
<td></td>
</tr>
<tr>
<td>Shampooing Wall-To-Wall Carpeting(Truck Mounted)</td>
<td>SF</td>
<td></td>
</tr>
<tr>
<td>Cleaning Glass</td>
<td>SF</td>
<td></td>
</tr>
<tr>
<td>Cleaning/Shampooing Upholstered Furniture (chair)</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>Cleaning/Shampooing Upholstered Furniture (sofa)</td>
<td>EA</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COST THIS ORDER
RENEWAL OPTION

The Bidder guarantees that any increase in the CONTRACT RATE for the two optional, additional, one year contract periods, as referenced under Section 1.0-16. 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, for 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.

BIDDER QUALIFICATION STATEMENT

The Bidder shall enter, in the appropriate spaces provided below, all requested information as documentation of their qualifications and ability to perform the services described in this document. Extra sheets and attachments may be used as necessary to provide complete information.

BUSINESS NAME: ________________________________

BUSINESS ADDRESS: ________________________________________________________________

TELEPHONE NUMBER: __________________

NO. YEARS IN BUSINESS: ______

NO. YEARS OF EXPERIENCE: ______

REFERENCES

The Bidder shall list below at least three (3) references for whom the Bidder has performed similar services to those specified in this document during the past year.

REFERENCE #1: ________________________________

ADDRESS: ________________________________________________________________

CONTACT PERSON: __________________ PHONE NUMBER: ____________

WORK PERFORMED: ________________________________________________________________

DATES OF SERVICE: ________________________________________________________________
REFERENCES (continued)

REFERENCE #2:  
ADDRESS:  

CONTACT PERSON:  
PHONE NUMBER:  
WORK PERFORMED:  

DATES OF SERVICE:  

REFERENCE #3:  
ADDRESS:  

CONTACT PERSON:  
PHONE NUMBER:  
WORK PERFORMED:  

DATES OF SERVICE:  

PERSONNEL QUALIFICATIONS
The Bidder shall list below or attach a list of names and qualifications of all personnel currently employed by the Bidder, which the Bidder intends to use in the performance of the work specified in this document. The required information shall include the employee’s name, trade labor classification, qualifications, length of relevant experience, training, and certifications.

END OF BID RESPONSE SECTION
THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Executive Office of Labor and Workforce Development
Prevailing Wage Rates

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary

JEAN ZEILER
Acting Director

Awarding Authority: University of Massachusetts Amherst
Contract Number: UAMP15-039
City/Town: AMHERST
Description of Work: Campus Custodial Services - Floor cleaning, carpet/upholstery shampooing and interior/exterior glass cleaning
Job Location: UMASS Amherst

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 03/11/2015 Wage Request Number: 20150311-016
<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaner, Janitor, Porter &gt;29 Hrs/Wk.</td>
<td>01/01/2015</td>
<td>$12.59</td>
<td>$5.38</td>
<td>$0.55</td>
<td>$0.00</td>
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<td>01/01/2016</td>
<td>$12.89</td>
<td>$5.80</td>
<td>$0.50</td>
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<td>$19.19</td>
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<td>Cleaner, Janitor, Porter 29 Hrs.or less/Wk</td>
<td>01/01/2015</td>
<td>$11.78</td>
<td>$-</td>
<td>$0.44</td>
<td>$0.00</td>
<td>$12.22</td>
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<tr>
<td></td>
<td>01/01/2016</td>
<td>$12.08</td>
<td>$-</td>
<td>$0.50</td>
<td>$0.00</td>
<td>$12.58</td>
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<td>Security Guard Services</td>
<td>01/01/2015</td>
<td>$15.55</td>
<td>$5.60</td>
<td>$0.66</td>
<td>$0.00</td>
<td>$21.81</td>
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<tr>
<td>(for Mass Convention Center Authority Only)</td>
<td>01/01/2016</td>
<td>$15.85</td>
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<td>$0.66</td>
<td>$0.00</td>
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<tr>
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<td>01/01/2017</td>
<td>$16.20</td>
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<tr>
<td></td>
<td>01/01/2018</td>
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<td>$0.00</td>
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<td>$13.80</td>
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<td>$20.06</td>
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<td>(for Mass Convention Center Authority Only)</td>
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<td>01/01/2018</td>
<td>$14.85</td>
<td>$5.60</td>
<td>$0.66</td>
<td>$0.00</td>
<td>$21.11</td>
</tr>
</tbody>
</table>

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 3:3, 4:4, 5:5, 6:6, 7:7, 8:8, 9:9, 10:10, 11:11, 12:12, 13:13, 14:14, etc.

**** APP to JM; 1:1, 1:2, 2:2, 3:3, 4:4, 5:5, 6:6, 7:7, 8:8, 9:9, 10:10, 11:11, 12:12, 13:13, 14:14, etc.