UNIVERSITY OF MASSACHUSETTS AMHERST

Request for Proposals:
Design and Construction Administration for an Electrical Substation and Associated Ductbank & Electrical Work

RFP AA14-PR-4863

September 2013

SUBMITTED BY THE AMHERST PROCUREMENT DEPARTMENT
SPONSORED BY THE DESIGN & CONSTRUCTION MANAGEMENT DIVISION
I. NOTICE OF REQUEST FOR PROPOSALS
The University of Massachusetts at Amherst (UMA) is soliciting proposals from qualified firms (Consultant) for the design and construction administration services for the site development for a 115 kV/13.8 kV, 100 MVA substation, the electrical design of the 13.8 kV output end of the electrical substation, installation of concrete encased electrical ductbank from the new substation site to the East Electrical Substation, and the installation of high voltage electrical cable from the new substation through the East Electrical Substation to the West Electrical Substation which is located at the University’s Central Heating Plant. It should be noted that it is the intent of the University to bid this project in compliance with Massachusetts General Law Chapter 30, Section 39M.

The Project will have the following participation goals for minority business enterprises (MBE) and women business enterprises (WBE):

**Design:** Combined MBE/WBE participation goal 17.9%

Applications from MBE and WBE firms as prime consultant are encouraged. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime can team within their disciplines in order to meet the MBE/WBE goals, but must state their relationship on the organization chart.

**Proposals shall be received no later than 2:00 PM on Wednesday, October 16, 2013.**
**Proposals shall be addressed and delivered to:**

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<tr>
<th>University of Massachusetts Amherst</th>
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<tr>
<td>Procurement Department</td>
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<tr>
<td>Room 407 Goodell Building</td>
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<tr>
<td>140 Hicks Way</td>
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<tr>
<td>Amherst, MA 01003-9334</td>
</tr>
<tr>
<td>Attention RFP AA14-PR-4863</td>
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</table>

Each proposal shall clearly identify the respondent’s name and business address. One original, clearly marked as such, and five (5) copies of each bid shall be submitted to the University. Please print the following in the lower left hand corner of all envelopes and/or packaging:

**RFP AA14-PR-4863: Design and Construction Administration for the Construction of an Electrical Substation and Associated Ductbank & Electrical Work Proposal Submission Deadline: Wednesday, October 16, 2013, 2:00 PM.**

A Pre-Proposal Briefing will be held on Wednesday, October 2nd, at 10:00 AM, at UMass Amherst – Physical Plant Building, Room 243, 360 Campus Center Way, Amherst, MA. This briefing will be followed by a site walk.

The University reserves the right to reject any or all proposals submitted in response to this Request for Proposals (“RFP”) and to take any other action the Authority may deem to be in its best interest. **Proposals delivered late or to another location will be rejected and filed unopened in the Procurement file.**
II. OVERVIEW

The University of Massachusetts - Amherst is the largest campus in the University of Massachusetts system. The campus community of approximately 30,000 includes a student enrollment of approximately 24,600 as well as 5,500 faculty and staff. The campus is comprised of over 11 million gross square feet of space on 1,400 acres of land.

In response to the continuing growth of the campus, the University recognized the need for additional power and has evaluated a number of alternatives to upgrade its power sources from both a capacity and reliability standpoint. As a result, the construction of a new substation to serve the campus was determined to be the preferred solution. This substation will be connected to two Western Mass Electric Company, 115 kV circuits that pass through the University’s land on the northeast side of campus. The intent is to design the system with two 50MVA transformers, to be configured to feed the campus’s 13.8 kV infrastructure. The site will be designed to have room for a third circuit and transformer to be added in the future. This new 115 kV substation will provide the campus with more reliable power and increased capacity from the regional electrical grid which will be required to meet the needs of the campus both now and into the foreseeable future.

To that end, the University has entered into an agreement with the Western Massachusetts Electrical Company (WMECO) to upgrade sections of its transmission system and to provide and install the 115 kV side of the substation. WMECO will connect two 115 kV, 3 phase circuits, bringing the circuits via overhead poles to the site. They will also install the primary breakers for the two transformers, and a tie breaker to be able to swap feeds in an emergency situation. WMECO will make the electrical connections available for UMass to tie into, at 115 kV. WMECO will also provide all the necessary protective and operational controls for the primary breakers and tie. Under this agreement, the University will design and install the 13.8 kV side of the substation along with the associated ductbanks, electrical wiring, and controls to connect this substation to the University’s electrical system.

III. PROJECT DESCRIPTION

A. Scope

In general, the scope and salient aspects of the project are as follows:

✓ The site development for a 115 kV/13.8 kV, 100 MVA substation.
✓ The design of the 13.8 kV output end of the substation. This includes all electrical controls and connections and will include the following:
  o Two primary transformer circuit breakers, with tie breakers.
  o Two 50MVA 115kv to 13.8kv outdoor rated transformers.
  o The transformers shall meet a minimum sound rating as there are residential homes within an estimated 300 feet of the site. Shall meet State/local requirements.
  o Two secondary transformer circuit breakers feeding two 13.8kv switchgear, with a tie breaker.
  o The transformers and secondary switchgear shall be configured like double ended substation.
o Each set of 13.8 kV switchgear shall be mounted in separate buildings to provide isolation in the case of an emergency.

o There shall be two 1200 amp, circuit breakers from the substation, at 13.8 kV to feed the Westside Substation. Central Heating Plant.

o There shall be two 1200 amp circuit breakers from the substation, at 13.8 kV to feed the Eastside substation.

o Provide four spare 13.8 kV circuit breakers for future use in each of the two 13.8 kV switchgear.

o Design capacitor bank for power factor correction based on convex requirements.

o Coordinate the 115 KV overcurrent protective devices and relaying that provide protection for the transformers as well as meet the protective relaying requirements with WMECO.

o Coordinate the 115KV system neutral grounding with WMECO as required.

o Design a ground grid that provides safe step and touch potentials. The ground grid shall be connected to that provided by the utility as well as those of the East and West Substations.

o Work with the University and WMECO to develop load shedding schemes.

o Work with the University on metering requirements. Metering shall comply with University standards.

o Design and install fiber optic system for remote metering, monitoring, control and relaying for the system. The intent is to install the wiring for this system in the 13.8 kV ductbank.

✓ The design shall be coordinated with the WMECO design of the 115 kV input end of the substation.

✓ Installation of a concrete encased electrical ductbank (assumed to be a 16-way) from the new substation site to the Eastside Electrical Substation. It is anticipated that this ductbank will be approximately five thousand (5,000) feet in length. The consultant shall evaluate multiple paths from the Tilson Substation to the East Substation and shall provide recommendations on the preferred path. Sufficient spare conduits shall be provided.

✓ The Eastside Substation is located on the east side of campus on Orchard Hill. The two new feeders from the Tilson Substation shall be connected where the existing 17K3 and 17K7 WMECO feeders are presently located. The 17K3 and 17K7 WMECO feeders will be disconnected. The protective relays on these feeders will need to be modified for the new feeder capacities. In addition, the control scheme that controls the breakers will have to be modified for the new configuration.

✓ Installation of high voltage electrical cable from the new substation through the Eastside Electrical Substation to the Westside Electrical Substation which is located at the University’s Central Heating Plant. It is anticipated that this cable installation will be approximately twelve thousand five hundred (12,500) feet in length. Approximately seven thousand five hundred (7,500) feet of this installation will be through the existing ductbank that connects the East and West Substations, with the balance installed through the proposed ductbank described above. The cables shall meet University standards. The two new 13.8kv feeders from the Tilson substation will be connected where the existing 18G1, and 18G2 WMECO feeders are presently located. The 18G1 and 18G2 WMECO
feeders will be disconnected. The protective relays on these feeders will need to be modified for the new feeder capacities.

- The Westside substation has three generators that are tied to WMECO Utility. There is a 10mw combustion turbine, a 4mw steam turbine, and a 2mw steam turbine. These generators are tied to the existing 18G1 and 18G2 circuits, and will be tied to the new two circuits fed from the new Tilson substation. The relay coordination of these five sources will have to be modified for the new configuration.
- Between the Westside Substation and the Eastside Substation there are two circuits that connect the two substations. These are called the east-west crossties. The crossties are used to add load to the Westside Substation to insure enough load for the three generators. The crossties are also used to eliminate load at the Westside Substation. The crossties will remain throughout the new configuration of the Tilson Substation. Evaluate the ampacity of the each crosstie and advise if any changes need to be made. At a minimum, the crossties shall remain operational at their current rating at the completion of this project.
- Inside the Westside Substation, there is a “Load Shed” control system. This system monitors the amount of power source available to the Westside Substation. In the event of an emergency and one or more of the five sources of power are lost, the load shed control system will shed load to make sure the sources available can meet the load demand. This system will have to be modified to accept the new configuration of power sources to the Westside.

- Evaluate Utility data and University data and perform all the studies as may be required for the project. It should be assumed that these would include:
  - A power factor correction study.
  - A short circuit protection analysis.
  - A relay coordination study shall include the new relays required by the Utility, the new substation equipment, and the existing 15 kV distribution system.
  - An analysis of the present configuration of the in-house generators to ensure balanced connection to the two Tilson substation transformers
  - The designer will be furnished with a copy of the current Electrical Load Modeling Program for review and shall provide updates as needed.

B. Budget

The University is anticipating a total project budget of $23.0 million for the project. These monies will be used to pay for construction costs, designer fees, equipment, and any other miscellaneous project costs.

IV. GENERAL SCOPE OF SERVICES

The consultant, as defined in ¶ V, will be responsible for the design and construction administration of this project. It is suggested that the following milestone phases and tasks be included in this project. However, the University will consider other approaches or submission milestones presented by the consultant if deemed to be in the best interests of the project.

Schematic Design Phase: The following general tasks shall be included in this project:
- Review existing documentation, perform field visits, and otherwise completely familiarize your firm and your sub-consultants with the existing conditions.
- Work with Design & Construction Management and Physical Plant to identify the project’s needs.
- Obtain the services of an Environmental Scientist to perform field inspections in order to identify the location and extent of wetlands or other environmental conditions that may exist within the proposed limits of work.
- As a result of these efforts, develop a schematic design that defines the total scope of work. This should include the proposed design for the new systems along with identifying existing building infrastructure that either needs to be modified or that can be removed as part of this effort.
- Provide an estimate for the cost of construction cost. This will be used to confirm that sufficient funding is available for this project or whether additional funding and/or value engineering or a combination thereof needs to be provided to accomplish this effort.

60% Construction Document Phase:
- Prepare solutions that develop and implement the program requirements. This submission should begin to fully implement and define the construction phasing sequences that will need to be developed by the designer and in consultation with University personnel to assure that this facility remains fully functional while this work takes place. The intent is to minimize the amount of interruptions, particularly to greenhouse operations.
- Prepare solutions that develop and implement the program requirements and prepare a complete design submission.
- Submit six (6) copies of the 60% CD’s to the University for review.
- Provide an updated cost estimate.

90% Construction Document Phase:
- Meet with the Design & Construction Management and Physical Plant staffs as required to further develop the project and prepare adequate Construction Documents.
- Update the design documents as required.
- Submit six (6) copies of the Construction Documents the University to review.
- Prepare a detailed cost estimate.

100% Construction Documents Phase:
- Upon final approval by Design & Construction Management and Physical Plant, provide electronic copies of the Construction Documents to the University in a format that will allow for printing of multiple sets of bid documents.
- Provide the University with electronic versions of the bid documents. The University will be responsible for printing the required number of bid documents.

Bidding Phase:
- This project shall be bid in compliance with Massachusetts General Law Chapter 30, Section 39M.
- Attend the Pre-bid meeting, prepare addenda and answer all questions from Bidders.
Construction Phase:

- Please note that the University will provide staff to serve as Resident Engineers or Construction Inspectors for the duration of the contract. These services will not need to be provided by the consultant.
- The Designer and his/her Consultants shall, for the purpose of protecting the University against defects and deficiencies in the work of the project, be charged with General Administration of the Construction Contract and interpret the requirements of the Construction Documents.
- Provide visits to the construction site as required to observe Construction progress, chair project meetings, and prepare meeting minutes. Work with the University to define the extent of the services required during this phase as a means of minimizing cost while meeting your obligations as the designer of record.
- At the end of the project, complete as-builts based on documentation submitted by the contractor. These as-builts shall be provided to the University on a CD in .pdf format, and two full size hard copies shall be provided.

In general and as the project proceeds, the consultant shall,

- Manage the work of subconsultants during study and construction documents phases. Provide contract administration services, in coordination with UMA and other agencies.
- Coordinate designer site visits for testing, review meetings, site inspections, and/or site investigations with UMA personnel. Coordinate designer meetings with authorities having jurisdiction on the project. These authorities could include the State Building Inspector, Amherst Conservation Commissions, the Department of Environmental Protection, Town of Amherst Electrical Inspector, and Town of Amherst Fire Department.
- Coordinate and lead the review of planning and contract documents with D&CM staff, University representatives, authorities having jurisdiction, and other consultants to ensure compatibility with University planning goals, design standards and maintenance and operational objectives.
- Manage and coordinate the University’s activities during construction phase of assigned projects. Coordinate work with UMA Construction and/or Resident Engineers to assure contractor compliance with the construction contract.
- Coordinate and manage project startup, fit out, and system commissioning.
- Prepare financial analysis and preliminary total project cost estimates for planning and budget development. Manage and design towards project budgets during the course of the project.
- Develop and provide value engineering alternatives when required to maintain project budgets and/or schedules.

V. THE CONSULTANT TEAM

The University will select and contract with a prime consultant who may have all required disciplines in-house under the management of one firm or a prime consultant with independent sub-consultants coordinated and managed by the prime consultant. The prime consultant will be responsible for reviewing and coordinating all work to provide well organized and professional quality final products and deliverables.
The term Designer shall refer to a Prime Consultant and sub-consultant(s) team which includes the following disciplines:

- Civil Engineering
- Electrical Engineering
- Geotechnical Engineer
- Environmental Scientist
- Land Surveyor
- Cost Estimator

The work of this team shall be included in the Basic Services fee.

- Other consultants and specialists may be retained as a reimbursable expense as needed and subject to prior approval by the University. As a minimum, these consultants could include Structural Engineering, Industrial Hygienist (Asbestos and other Hazardous Materials), Mechanical Engineering, and Landscape Architect.

VI. PROCESSES AND PROCEDURES

The following tenets will guide the processes and procedures in the execution of the work:

- The Designer will be responsible and accountable to the Director of the Design & Construction Management Division.
- The University expects that a single, primary Project Manager will be assigned by the designer to the University for the duration of each project. In the event that a change of prime Project Manager is necessary, the designer will make provisions for continuity of both project and “institutional” knowledge without retraining or other additional cost by the University.
- The designer will work within the guidelines and laws of the Commonwealth of Massachusetts and University and will follow these processes and procedures for the procurement of its services. The primary Project Manager will be familiar with and maintain current knowledge of all applicable regulations regarding State design and construction codes and standards and State procurement policies that affect construction.
- The University will provide full and open access to the University’s Record Drawings and Archives. Many of these documents will be made available in electronic format.
- The University will make available to the designer with a copy of the University of Massachusetts at Amherst General Design Guidelines, Campus Landscape Design Standards, Campus Signage Standards, and Utility Standards as may be required.
- The University will execute and hold the Construction contracts and all contracts for related construction work. The designer will provide Construction Administration services as directed by the Design & Construction Management Division.

VII. BASIC AND REIMBURSABLE SERVICES

**Basic Services** include:

- The work of the Designer, as defined in ¶ III, for the duration of the project.
- All travel to and from the Amherst campus.
o All meals, lodging, and other personal expenses.
o All other costs related to the provision of design services with the exception of those identified as Reimbursable Expenses below.

**Reimbursable Expenses** must be preauthorized by the University’s Project Manager. These may include:

- Project related travel outside the Amherst, MA area.
- Special subconsultants, examples of which were identified in ¶ V.
- Special printing, mailing, testing, or other services outside the normal services provided by the designer and as identified in “Other Conditions or Services to the Contract for Services”, which can be found in Appendix A.

**VIII. PROPOSAL SUBMISSION REQUIREMENTS**

**Proposal Submission:**

One (1) original and five (5) copies of each proposal shall be submitted to the University. The original shall be marked as such as identified and as instructed in ¶ I and ¶ VIII. The proposal must include the following information:

1. **Qualifications of the Firm**
   A summary presentation describing the unique qualifications of the firm for this contract.

2. **Descriptions of Prime Firm & Subconsultants**
   History and description of firm(s) indicating principal business of firm and complete description of in-house services. Include both the total number of personnel in each discipline and the number of personnel holding professional registration.

3. **Project Organization**
   Provide an organizational chart showing the design team, indicating the Prime Consultant and each sub-consultant.

   For each firm involved, list the Principal-in-Charge, the Project Manager, and other support personnel. For each required discipline, list the key persons that will be assigned to this project. Submit resumes of these key individuals identifying their education and recent experience relevant to the services required for this project.

4. **Project Experience**
   Provide a list and description of similar project experience for the primary firm and all key designers that demonstrate the firms’ current qualifications for this project. List experience of key individuals on these projects. Information required should include the following as a minimum:

   - Name of Project
   - Owner representative, address and telephone number
   - General scope and dollar value of project
5. **Fee**
   Provide a breakdown of fees in substantive detail to allow the University to understand the proposed costs. Your proposal shall include all anticipated sub-consultants that will be utilized for this project, the consultants' proposals, and the fees for each.

6. **Project Schedule**
   It is the intent of the University to complete design phase in an expeditious manner in order to move seamlessly into the construction phase of this project. It is the intent of the University to have this project complete and the system energized and online by no later than May 2015. Please provide a schedule as part of your submission, of sufficient detail that provides the significant project tasks and their duration.

7. **Current Client List**
   Provide a list of current clients, a contact person, and their address and telephone number. Include the name of the Project Manager from your firm who is working with this client.

8. **A list of lawsuits and arbitrations to which the firm has been or is a party within the last three years, including a list of all convictions or fines for violations of state or federal law.**

9. **Bidder Affirmation Form**
   **Note:** An authorized representative of the bidder shall fill out and sign the Bidder Affirmation Form that is attached as Appendix B to this RFP.

10. **Insurance**
    The firm shall maintain throughout the duration of the contract an Insurance Policy with coverage limits of not less than those defined in Article 13 of “Other Conditions or Services to the Contract for Services”, which can be found in Appendix A.

11. **Additional Information**
    Provide any additional information deemed necessary by the firm to describe any characteristics or qualities beyond what is specified in the submission requirements in order to assist the University in evaluating a specific proposal.

This request for proposal does not create any contractual relationship between the University of Massachusetts Amherst and any party. The University reserves the right to accept or reject any or all proposals submitted for this project.

**IX. EVALUATION CRITERIA**

The following criteria will be used, at a minimum, in the selection process (the criteria is listed in rank order of importance):

1. Professional qualifications of the Prime firm.
2. Professional qualifications of the subconsultants.
3. Experience of the Prime firm and the subconsultants in the design and construction of electrical substations.

4. Demonstrated ability of the firm and its consultants to provide design and construction administration services that can meet the University’s need.

5. Breakdown and detail of fee proposal.

6. References from previous/current clients.

7. Additional information as may be provided.

The University reserves the right to request clarification of any aspect of any submitted proposal or to request additional information that might be required to evaluate a proposal. In addition, Applicants may be selected for interviews at the sole discretion of the University.

X. PROPOSAL FORMAT

All questions from prospective firms concerning this RFP shall be referred to the Associate Director of Procurement, by email or fax only, by 5:00 PM, Tuesday, October 8, 2013. His contact information is:

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<th>Peter E. Royer</th>
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<tr>
<td>Associate Director, Procurement</td>
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<tr>
<td>University of Massachusetts –Amherst</td>
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<tr>
<td>Fax: (413) 545-1643</td>
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<tr>
<td>E-mail: <a href="mailto:proyer@admin.umass.edu">proyer@admin.umass.edu</a></td>
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Inquiries received after the specified date and time will not be accepted. The University will issue an addendum to all prospective firms as required and deemed necessary by 5:00 PM on Thursday, October 10, 20013.

Proposals shall be received no later than 2:00 PM on Wednesday, October 16, 2013.

Proposals shall be addressed and delivered to:

| University of Massachusetts Amherst |
| Procurement Department |
| Room 407 Goodell Building |
| 140 Hicks Way |
| Amherst, MA 01003-9334 |
| Attention RFP AA14-PR-4863 |

Each proposal shall clearly identify the respondent's name and business address. One original, clearly marked as such, and five (5) copies of each bid shall be submitted to the University. Please print the following in the lower left hand corner of all envelopes and/or packaging:

RFP AA14-PR-4863: Design and Construction Administration for the Construction of an Electrical Substation and Associated Ductbank & Electrical Work Proposal Submission Deadline: Wednesday, October 16, 2013, 2:00 PM.
Proposals delivered late or to another location will be rejected and filed unopened in the Procurement file.

XI. CONTRACT
The selected firm will be required to enter into a standard University Contract for Services. The successful vendor must sign the standard University Contract for Services and agree to all Terms and Conditions listed. A copy of the University Contract for Services can be viewed at: http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf

This contract shall further reference “Other Conditions or Services to the Contract for Services. A copy of this document is attached for informational purposes as Appendix ‘A’.

This RFP and the successful designer’s response will become part of this contract.

Public Information
All bids and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L. Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded.

Cost to Submit
The University is not responsible for any expenses that may be incurred by any bidder to prepare or submit bids.

Alterations to Bids
The bidder may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration to a bid.

Bidders Exceptions to Contract Terms and Conditions
If bidder takes exception to any of the contract terms and conditions contained herein, it must be so noted in the bid. Such an exception may be grounds for rejection of the bid, at the option of the University.

Appendix A: Contract for Services.
Appendix B: Bidder Affirmation Form.

*** END OF REQUEST FOR PROPOSALS ***
UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS
(For Professional Services Over $10,000) (P.O. No. )

(Bid No. ) ______________

This agreement is made, entered into, and effective on __________________ by and between the University of Massachusetts Amherst, (hereinafter called “University”), an agency of the Commonwealth of Massachusetts and _____________________

(hereinafter called the “Contractor” and collectively the “Parties”).

This agreement (the “Contract”) is comprised of the following documents, listed in the order of precedence: (1) this Contract for Services Terms and Conditions; (2) any Contract Amendments, as identified in Section 2, below; and (3) any attached Scope of Services as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. Scope of Services. The Contractor agrees to perform the following services:

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. “Attachment A, Scope of Services, consisting of ‘n’ pages”). Only the Scope of Services specifically referenced in this Contract and signed by the Parties’ authorized representatives shall apply.

2. Contract Amendments. The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

All amendments attached hereto must be specifically labeled (e.g. “Attachment B, Amendment No. 1, consisting of ‘n’ pages”).

3. Dates of Performance: From: ____________________ To: ____________________

(StartDate)(CompletionDate)

4. Responsible University Official: The University Official exercising managerial and budgetary control for this Contract shall be:

__________________________________________

(Name and Title)

5. Payment:

A. The University shall compensate the Contractor for the services rendered at the rate of $ __________________ per ____________________ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor’s Invoice(s) that is (are) received

Monthly [ ] , Quarterly [ ] , Other [ ] (specify) ____________________

D. Reimbursement for Travel and Other Contractor Expenses:

[ ] All travel and meals are part of this Contract. No reimbursement will be made.

[ ] Contractor will be reimbursed for pre-approved travel in an amount not to exceed $ ____________________.

Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

[ ] Contractor will be reimbursed for OTHER expenses in an amount not to exceed $ ____________________.

OTHER Expenses shall be limited to: ____________________

Copies of receipts shall be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed $ ____________________.

Version 5-2010 – CFS
F. The University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.

6. Certification. Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

7. Conflict of Interest. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

8. Compliance With Laws. Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.

9. Independent Contractor Status. The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

10. Contractor's Qualifications and Performance. In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. Termination:

A. Without Cause. This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

B. With Cause. If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

12. Obligations in Event of Termination:

A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.

B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.
14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

16. **Confidentiality/Privacy.** The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, the performance of this Contract, the Contractor may acquire or have access to "personal data" and become a "holder" of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass. Gen. Laws ch. 93H). Personal data and personal information shall be deemed to be "Personal Information." Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy.

17. **Assignment and Delegation.** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.

19. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.
25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties' authorized representatives and in compliance with all other regulations and requirements of law.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

   **To the University:**

   **To the Contractor:**

Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

*IN WITNESS WHEREOF,* the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

**UNIVERSITY OF MASSACHUSETTS**  
**AMHERST**

| Sig: | ____________________________ | 
| Name: | ____________________________ |
| Title: | ____________________________ |

(Authorized University Official)

| Sig: | ____________________________ | 
| Name: | ____________________________ |
| Title: | ____________________________ |

**CONTRACTOR**

| Sig: | ____________________________ | 
| Name: | ____________________________ |
| Title: | ____________________________ |

**IN WITNESS WHEREOF,** the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

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APPENDIX B:

Request for Proposals:
Design and Construction Administration for the
Construction of an Electrical Substation and Associated Ductbank &
Electrical Work
RFP AA14-PR-4863

BIDDER AFFIRMATION FORM

Bidder Affirmation
By Signature Hereon,

A. Bidder affirms that he/she has not given, offered to give, nor intends to
give at any time hereafter any economic opportunity, future employment,
gift, loan, gratuity, special discount, trip, favor, or service to a public
servant in connection with the submitted bid. Failure to sign the bid may,
or signing it with false statements shall, void the submitted bid or any
resulting contracts, and the vendor will be removed from all bid lists.

B. Vendor affirms that no affiliation exists between owners, officers,
administrators, or employees of the bidder and the University which could
be construed as a conflict of interest.

C. Vendor has not received compensation for preparation of the
specifications for this RFP.

Person signing below acknowledges that s/he is an authorized representative of the
bidder.

Company Name: ____________________________________________________________

Address: _________________________________________________________________

Submitted By (Please print): _________________________________________________

Signature: ___________________________ Date: ________________________________

Fax #: ___________________________ Telephone #: ____________________________

Email Address: ____________________________________________________________