

SALEM STATE UNIVERSITY

INVITATION TO BID
THIS IS NOT AN
ORDER

- The university is an agency of the Commonwealth of Massachusetts and is exempt from any State tax or Federal excise tax
- Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable.
- Unless otherwise stated, all quoted prices shall be FOB university address inside delivery.
Responses must be received on or before Tuesday, November 26, 2019, by 3:00 P.M. at ewilson@salemstate.edu or if in paper they may be delivered to Evelyn Wilson, Director of Purchasing, 352 Lafayette St. Salem MA 01970 Administration Building second floor room.
- Salem State University reserves the right to waive informalities and to reject any and all bids; or to accept the bid deemed best for the Commonwealth
- For additional information:
Evelyn Wilson, Director of Purchasing & Vendor Relations
Purchasing Department
352 Lafayette Street, Administration Building, 2nd Floor, Salem MA 01970
Phone: 978-542-7321
- Reference: **RFP 2020-04 Solid Waste, Recycling and Compost**

SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
See Attached Specifications		

EQUAL OPPORTUNITY

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

Vendor Information

 COMPANY

 ADDRESS

 CITY STATE ZIP

 TELEPHONE

 AUTHORIZED SIGNATURE

 NAME TITLE

 FEDERAL EMPLOYER'S ID CODE 9 DIGITS

SALEM STATE UNIVERSITY
Service Contract for Solid Waste, Recycling and Compost
SPECIFICATIONS

1. PURPOSE

Service Contract for Solid Waste, Recycling and Compost from January 1, 2020 to December 31, 2022, with an option to renew for two additional one year periods from January 1, 2023 to December 31, 2024.

2. ACQUISITION METHOD

The acquisition method for this contract is fee for service.

3. BID SUBMISSION REQUIREMENT

All Bids are to be delivered to the place specified no later than the time specified on the proposal forms. All Bids shall be properly signed, enclosed in an envelope, sealed and plainly marked on the outside of the envelope, indicating the Bid name and Bid number. Bids can also be faxed to 978-542-6164 or scanned copies will be accepted via e-mail to ewilson@salemstate.edu. The Bid shall be signed by an individual authorized to bind the Bidder to the proposed contractual arrangement. Salem State University reserves the right to reject any and all Bids, and to waive any informality in Bids received when such rejection or waiver is in the best interest of Salem State University.

4. TIMELINE

There will be a **MANDATORY** walk-through on Tuesday, November 5, 2019. You will meet at the Facilities Department, Stanley Building, 70 Loring Avenue, Salem, MA, room 220, **at 10:00 a.m.**

Questions will be due to Rui Sousa, Assistant Director, Facilities by 5:00 p.m. on Wednesday, November 13, 2019 and must be submitted via e-mail to rsousa@salemstate.edu.

Questions will be answered via e-mail by Monday, November 18, 2019 at 5:00 p.m.

Responses must be received on or before Tuesday, November 26, 2019 by 3:00 p.m. in the Purchasing Department, Salem State University, Administration Building, 2nd Floor, 352 Lafayette Street, Salem, MA 01970-5353, at which time there will be a public opening. FAX to 978-542-6164 or scanned copies will be accepted at ewilson@salemstate.edu.

5. METHOD OF AWARD, BEST VALUE RESPONSE TO THE GOALS AND PERFORMANCE REQUIREMENTS OUTLINED IN THE RFP

Selection criteria will include, but not be limited to, the experience, competence, and reliability of the Bidder, experience in this class of work, sufficient capital and equipment to enable the Bidder to prosecute and complete the work successfully, and the quality and cost of the services offered. The contract will be awarded to the Bidder which in the judgment of the University offers the best value response to the goals and performance requirements outlined in the RFP. The University may request information from Bidders to determine Bidders' qualifications for this contract. The University may reject any and all Bids if it is in the public interest to do so.

6. CONTRACT PERIOD

The Contract shall be for a period of three years, from January 1, 2020 to December 31, 2022.

7. EXTENSION OF CONTRACT

This contract may be extended by Salem State University for two (2) additional one year periods only under the terms and conditions of the original contract. Such written notice shall be given (approximately 60 days) prior to the expiration date of each contract period.

If Salem State University elects to exercise the option to extend the contract for each additional one-year period, the contract price(s) for the additional year shall be the contract prices of the fifth year of the original period.

8. PROCUREMENT CANCELLATION

Be advised that the University has the discretion of canceling a procurement under 801. CMR #21.06 (7).

A procuring department may for any reason, and at any time prior to execution of a Contract, and without penalty, notify bidders of a cancellation of Procurement and rejection of all responses.

9. SITE INSPECTION

Each Bidder must examine sites of the work (see location and work to be done on pp. 11-17) to form an opinion as to the extent and conditions of the work involved, and the labor and materials needed. Failure of the Bidder to do so will not relieve the Bidder of the obligations to furnish all materials and labor necessary to perform the work specified.

10. OBLIGATION OF BIDDER

At the time of the submission of Bids, each Bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the specifications and Bidding documents, including all addenda. The failure or omission of any Bidder to receive or examine any form, instrument or documents shall in no way relieve any Bidder from any obligations in respect to the Bid.

11. BID FORM

All Bids must be on the form provided, state the proposed price for each item of the work in figures, and be signed by the Bidder with its business address.

Bidders shall not remove or submit the Bid pages separate from the Bid documents, including all pages correctly assembled.

12. REFERENCES – MUST BE INCLUDED WITH BID SUBMISSION

The Bidder is required to submit three (3) references on the Business Reference Form (attachment B). The references must be of services rendered of a character similar to that of the services included in the proposed contract and that will enable the University to judge the experience, skill and business standing of the Bidder. This form **MUST** be included with the Bid submission.

13. CONTRACTOR QUALIFICATIONS:

All Bidders must have been in business for five (5) years providing services that fall into the scope of this RFP.

Bidders must be capable of providing all supervision, labor, materials and equipment required to deliver the services.

Bidders must possess all the necessary qualifications, certifications and licenses required to perform the work outlined in this RFP.

After award Contractors must maintain professional qualifications for the life of the contract.

14. MINIMUM BID DURATION

Bidders' Responses to this RFP must remain in effect for at least 90 days from the date of Response submission.

15. OWNERSHIP OF SUBMITTED RESPONSES

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

16. PROHIBITIONS REGARDING CONTRACT TERMS

Bidders **must not**, as part of their Bid Responses, propose additional contractual terms, or supplemental or clarifying language pertaining to contractual terms, even if the proposed additions/clarifications are not in conflict with the Commonwealth Terms and Conditions, the Standard Contract form, or other documents comprising this RFP.

17. PROHIBITIONS

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

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

18. AMENDMENTS AND SERVICE RESTRICTIONS

At the inception as well as throughout the life of the contract, the University reserves the right to amend service specifications as well as restrict or phase out service in order to comply with new policies, laws and regulations; minimize human health risks; or in its discretionary judgment, to better meet the needs of the University.

19. QUALIFICATIONS SPECIFICATIONS

Bidder must meet or exceed the required qualifications for award.

20. SERVICE CONTRACT

Prices are to remain firm during the contract period.

The Bidder must be familiar with, and abide by, local laws and ordinances.

21. SUPERVISION

The Assistant Director of Facilities or other designated person shall be responsible for observing the contracted work for compliance or noncompliance with the specifications.

22. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall be responsible for all work, means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract except where otherwise specified in the contract documents.

23. CONTRACTOR PERSONNEL

The Contractor shall use trained personnel who are directly employed/supervised by the Contractor. Contractors must conform to "Worker's Specification," see attachment A.

24. QUALITY OF WORKMANSHIP

All work shall be quality work performed according to the standards and applicable codes of the industry and to the complete satisfaction of Salem State University. All work conducted under this contract must conform to Executive Order 484. Executive Order 484 can be found at <http://www.mass.gov> and typing Executive Order 484 in the search box.

25. DISCIPLINE

The Contractor shall, at all times, enforce strict discipline and good order among the workers, and shall not employ any unfit person or anyone not skilled in their work. Proper conduct and decorum must be maintained by all workers at all times.

26. SUBCONTRACTING POLICIES

Prior approval of the Assistant Director of Facilities or his/her designee is required for any subcontracted service of the Contract. Contractors are responsible for the satisfactory performance and adequate oversight of their subcontractors.

27. CHARGES FOR EQUIPMENT RENTAL

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

28. WORK LOCATION

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

29. PRODUCT STANDARDS

All products installed, applied or otherwise used under this contract must be commercial grade and meet all federal, state and local standards for quality and all safety requirements. The University may refuse payment if they find evidence that the products used by the Contractor did not meet this requirement.

Contractors must comply with University specifications regarding any materials, products applied, installed or used in the course of performing services under the contract. Additionally, when requested by the University, the Contractor must provide information of the sources of any materials or products used in the performance of the service.

30. SAFETY POLICIES AND PERSONAL PROTECTIVE EQUIPMENT

The Contractor must ensure that all parties involved in providing services to the University observe the applicable safety policies and are trained on safe work practices, job hazards, and applicable University operating procedures.

The Contractor is responsible for ensuring the safety of their personnel by providing the necessary Personal Protective Equipment (PPE). The University shall not issue PPE to Contractor personnel. Whenever required, all Contractor personnel must have in their possession and use PPE.

Bidders must meet and be in full compliance with all federal, state and local laws and regulations including OSHA requirements.

Bidders must certify under the pains and penalties of perjury that he or she is able to furnish labor in harmony with all other elements of labor employed in the work.

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

The University may require the Contractor to learn the emergency and safety policies of the University.

31. NO SURCHARGES

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

32. NO PRE-PAYMENTS

The Contractor must not request any form of pre-payments by the University before the service is rendered. Monthly fees will be billed for at the end of the month. Emergency service will be billed for after the completion of the service. For projects implemented in phases, by mutual agreement of the University and the Contractor, invoices must be issued after each phase of completed to the University's satisfaction.

33. PERMITS AND LICENSES

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

34. RESPONSIBILITY

It is the Contractor's responsibility to strictly adhere to all appropriate local, state and federal codes, rules and regulations.

All work is to be executed in a thoroughly substantial, neat and workmanlike manner. All work shall be deemed appropriate in every respect.

It is the Contractor's responsibility to clean up the work area upon completion of task, and remove from premise any rubbish, which may have come about as a result of completing the task.

35. SECURITY

Based on applicable security laws, regulations and policies, the University reserves the right to require the Contractor to comply with a range of additional requirements or standard operating procedures. The cost of compliance with such security requirements must be incorporated into the Contractors' quotes.

Contractors are required to adhere to security clearances. Background checks, including Criminal Offense Record Information (CORI), may be requested at any time by the University for individuals performing any work under this contract. Contractors are not allowed to charge the University for any cost associated with security clearance or down time in processing security clearance.

36. **INSURANCE**

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

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

a. Workers Compensation Insurance

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

b. Comprehensive General Liability Insurance

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

c. Comprehensive Business Motor Vehicle Liability Insurance

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

The general liability and motor vehicle insurance required by this RFP may be arranged under single policies for the full limits as set forth above or by a combination of underlying insurance with the balance of the limit amount provided by excess or umbrella insurance policies. All excess or umbrella insurance policies shall follow form, with exclusions or reductions in coverage over the primary liability insurance policy. All policy limits for insurance coverage required by this RFP shall be exclusive of litigation costs and attorney's fees. All policies **must** state that bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy, and **must** state that the insurer is liable for payment of amounts within

any deductible applicable to the policy, with the right of reimbursement by the insured for any such payment made by the insurer.

37. PRICING FOR PRODUCTS AND MATERIALS INCIDENTAL TO SERVICE

Products and materials sold under this contract must be used exclusively in the course of performing the service under this contract. The markup over the Contractor's purchase cost of such products, if any, **may not exceed 10%**. When requested by the University, the Contractor must provide documentation demonstrating the product or material costs and the markup applied, as evidence of the Contractor's compliance with this provision.

38. MASSACHUSETTS SALES AND USE TAX

Materials and supplies used in the performance of the work as described in the specifications will be exempt from Massachusetts's sales and use tax. The exemption certificate number is 999-089-460. Each Bidder shall take the exemption into account in calculating his/her Bid for the work. The successful Bidder shall take all of the necessary steps to receive such exemption.

39. PAYMENT OF PREVAILING WAGES

Services under this contract require the payment of prevailing wages (attachment C) pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction)). See attached prevailing wage rates.

Weekly payroll reports for work subject to prevailing wage must be submitted with the invoice.

40. BILLING/INVOICING/DATA

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

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

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

The Bidder must provide a copy of a sample invoice and sample monthly data report so that Salem State can ensure it understands the charge structure and how the waste/recycling/composting tonnage data can be reconciled with the invoice. The Bidder must note whether reports will contain any recommendations for program improvements.

The Bidder must describe the communication process and any charges for contaminated loads.

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

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

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

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

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

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

41. INCORRECT INVOICES

The Bidder **must** agree to the following:

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

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

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

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

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

42. PAYMENTS TO VENDORS

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

The Bidder must agree to apply lump-sum payments issued by the University to the appropriate invoices.

The Bidder must agree to match invoices and apply the correct bills. The Contractor must not automatically apply payments against the oldest invoices or use any other arbitrary basis for applying payments.

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

43. PAYMENT TERMS

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

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

Check one: Discount 2% 10 _____ Discount 1% 15 _____ NET 30 _____

44. AUDIT OF RECORDS

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

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

45. SPECIAL CONDITIONS

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

46. EMERGENCY RESPONSE PLANS/PREPAREDNESS

In a declared state of emergency where the safety and well-being of Commonwealth citizens are at risk, Contractors may be asked to supply the University with the commodities and/or services under this contract on a priority basis.

47. SECURITY AND CONFIDENTIALITY

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

48. FAILURE TO PERFORM CONTRACTUAL OBLIGATIONS

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

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

Require service credits based on the period of time when the quality of time when the quality of service was unsatisfactory.

Issue penalties or other remedial actions incurred by the University.

Suspend the Contractor until the problem is resolved.

Cancel the contract.

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

49. CONTRACTOR TRANSITION

In cases where the University is changing Contractors, after the expiration or termination of this contract, or after the expiration or termination of any service agreement based on this contract, the Contractor must agree to work with the University to provide personnel and services in a manner that would ensure that the operations of the University's facility are not disrupted.

50. CONTRACTOR'S CONTACT INFORMATION

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the Chief Procurement Officer.

51. CONTRACT MANAGEMENT/CHANGE NOTIFICATION

The awarded Bidder **must** notify the University's Chief Procurement Officer, within five (5) business days of any changes in contract management or contact information. Such changes may include changes to the Bidder's contact information, company name, legal address, payment address, tax identification number, authorized signatories or EFT information **must** be promptly reported via email to the Chief Procurement Officer. In some cases additional paperwork will be required to effect the change. The University is not responsible for missed communication if the Bidder has failed to update the information.

52. PUBLICITY

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

53. PUBLIC RECORDS LAW

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

54. CONTRACT FORMS

If awarded the contract the Contractor will be required to complete the following forms:

Commonwealth Standard Contract Form

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

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

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

Commonwealth Terms and Conditions

To be signed **if notified of Contract award**. Complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFP or Contract, a copy of this form may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions will be incorporated into any Contract executed pursuant to this RFP.

This form **must be** unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in Response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address **must** appear on this form, and **must** be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form). The Commonwealth Terms and Conditions can be found at <http://www.mass.gov> and typing OSD Forms in the search box and clicking on Terms and Conditions.

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

Signature required; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments will be sent. The Company's correct legal name and legal address **must** appear on this form, and **must** be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S. Treasury's version of the W9 Form.

Contractor Authorized Signatory Listing

Contract Award. Complete as directed below and submit on paper with original ink signature and date.

In the space for "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible as Contractors will be required to notify the Chief Procurement Officer of any changes. If the person signing in

the signature block on the bottom of the first page of this form will also serve as an “Authorized Signatory,” that person’s name **must** be included as an “Authorized Signatory.”

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

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

FORMS REQUIRED WITH BID SUBMISSION

Business Reference Form

Complete this form as directed below; include with Bid submission, attachment B.

Bidders **must** provide all requested information on this form for three (3) business references. In completing this form, note that the “Bidder” is the name of the company submitting a Response to this RFP and the “RFP Name/Title” and the “RFP Number” can be found on the cover of the RFP. Please note that: “Reference Name” is the name of the organization (if not applicable, then the name of the individual) that is providing the reference; “Contact” is the name of the individual inside the organization that will provide the reference; and the address,” “Phone #” and “FAX/Internet/E-mail Address” are those of the “Contact” so that the University may be able to reach them.

Proof of Insurance

See page 5 for details.

SALEM STATE UNIVERSITY
Service Contract for Solid Waste and Recycling
BID FORM

(To be completed and attached to Invitation to Bid cover sheet)

Service Agreement for Solid Waste, Recycling and Compost from January 1, 2020 to December 31, 2022 with an option to renew for two additional one year periods from January 1, 2023 to December 31, 2024.

Solid Waste

New containers and compactors for the following:

South Campus — Harrington Building rear 1-ten yard container
Physical Education Building — O'Keefe Center 1-ten yard container
Meier Hall (Rear) - 1-35 yard compactor
Stanley Building - 1-30 yard open construction container
Peabody Hall (Dormitory) - 1-ten yard container
Bowditch Hall (Dormitory) - 1-ten yard container
Bates Dormitory Complex, South Campus- 2-ten yard containers
Atlantic Hall – 1 10 yard container
Marsh Hall Outside – 1-35 yard compactor
Marsh Hall Inside -1-20 yard self-contained compactor
Viking Hall – 1-10 yard container
Cat Cove – 1-2 yard container
Residence Halls – 6-30 yard open tops for a two week period in early May

Containers and compactors to be picked up on the following schedule:

Pick ups fifty-two weeks per year will be made as follows except that no pick-up will be made on any legal holidays listed in Item 7 below. Pick-ups may also be adjusted throughout the year based on the usage of individual buildings.

South Campus (Lower)	10 yard container three times a week on Monday, Wednesday, Friday
O' Keefe Physical Education Building	10 yard container once a week on Tuesday
Meier Hall (Rear)	35 yard compactor once per week on Friday
Stanley Building	30 yard open container picked up as requested by University
Peabody Hall	10 yard container three times a week on Monday, Wednesday, Friday
Bowditch Hall	10 yard container three times a week on Monday, Wednesday, Friday
Bates Complex	2 10 yard containers three times a week on Monday, Wednesday, Friday
Atlantic Hall	10 yard container Monday, Wednesday, Friday
Marsh Hall (outside)	35 yard compactor picked up as requested by University

Marsh Hall (inside)	20 yard self-container compactor picked up on Thursday
Viking Hall	10 yard container pick-up up once a week
Cat Cove	2 yard container pick-up once a week
At Six Residence Halls	6 30 open tops for a two week period in May

Recycling

Location	Container Type	# Containers at Location	Pick-up Frequency
Meier Hall	20 yard single stream compactor	1	2X/week
Marsh Hall	20 yard single stream compactor	1	Five Days a Week
Stanley	30 yard open top for metal recycling	1	On-call
Viking	20 yard single stream compactor	1	2X/week
Additional Toters	65 gallon toters	18	For use on campus only

REMOVAL OF SOLID WASTE AND RECYCLING

The bidder is invited to review information on the University’s waste management program at: <https://www.salemstate.edu/offices-and-services/sustainability/recycling-and-waste-reduction> as well as the university’s general sustainability commitments at: <https://www.salemstate.edu/sustainability>. Please also review the campus map at: <https://www.salemstate.edu/community/campus-map>. Note that there is no smoking whatsoever on the campus.

1. PICK UPS MUST BE MADE BETWEEN 7AM ON WEEKDAYS AND 8AM ON SATURDAYS. PICK UPS ARE NOT SCHEDULED ON SUNDAYS.
2. Contractor will provide new containers and compactors with covers for all locations, which must be maintained to the satisfaction of the Director of Facilities or Designee at Salem State University. The vendor shall maintain all containers in a good state of repair so that they function properly at all times and have an acceptable appearance. The vendor shall be responsible for all maintenance and repairs to the containers. All containers must be maintained and painted annually or replaced if needed and if damaged. Contractor’s containers shall be equipped with casters in those locations where pickup by truck is not possible.
3. Recycling containers must be clearly marked recycling.
4. The area surrounding the containers must be left neat and clean after each pick-up to the satisfaction of the Director of Facilities or Designee. Damage to surrounding areas will be the responsibility of the contractor. All gated areas are to be closed and locked when areas are service.
5. There will be no premium payments for pick-ups found necessary beyond the regular pick-ups. Price quoted must be the same or less for extra pick-ups.

6. The University reserves the right to terminate this agreement with a notice in writing, ten (10) calendar days prior to such termination, if the quality of service, condition of the container, or cleanliness of surrounding area is not to its satisfaction.
7. Pick-ups fifty-two weeks per year will be made as follows except that no pick-ups will be made on any legal holidays listed here: Independence Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas, New Year's, Martin Luther King Day, Washington's Birthday, Evacuation Day, Patriot's Day, with the exception being Labor Day with pick-ups on an as needed basis. Rubbish, recycling and compost removal must be available twenty-four (24) hours a day, seven (7) days per week, and response must be within one-half (1/2) hour of initial call with all available equipment and operators to commence rubbish removal.
8. This agreement must be in full accord with the current laws of city and state governing operation of trucks on property and removal of trash items.
9. The cost sheet and the attached contract are to be considered an integral part of these specifications.
10. This agreement will be effective for the period of January 1, 2020 to December 31, 2022 and must be in full accord with the current laws of city and state governing operation of trucks on property and removal of trash items.
11. This agreement may be extended for two additional one-year periods upon written notice to the Vendor by the University thirty (30) day prior to the termination of this agreement and by the acceptance, in writing, of such notice by the Vendor within 10 days extending the existing rubbish removal charges. The cost for the additional year shall be the same as the previous year.
12. A contract will be awarded to the firm whose total summary cost for three years is the lowest cost for the University. The award will be made in the best interest of the University. The University reserves the right to accept or reject any and all bids, if it is in the best interest of the University to do so.
13. The successful bidder for this Solid Waste, Recycling and Compost work will be required to sign a service contract with the University; a copy of this contract is attached.
14. The University reserves the right to change the size of the waste containers and number of containers as quoted.
15. Invoices for Peabody Hall, Bowditch Hall, Bates Complex, Atlantic Hall, Viking Hall and Marsh Hall dormitories will be invoiced separately to the Department of Residence Life.
16. All invoices and data submittals for compactors and 30-yard open containers must contain tare weight.

COST SHEET SOLID WASTE REMOVAL – SALEM STATE UNIVERSITY
(To be completed and attached to bid sheet)

	Year 1 Cost 1/1/2020 to 12/31/2020	Year 2 Cost 1/1/2021 to 12/31/2021	Year 3 Cost 1/1/2022 to 12/31/2022
Rental charge for each 30 yard Container cost per week	_____	_____	_____
Charge for pick-up and Disposal 30 yard container at 30 yard per ton	_____	_____	_____
Rental charge for each 10 yard Container cost per week	_____	_____	_____
Charge for pick-up & disposal Of 10 yard container	_____	_____	_____
Rental charge for 30 yard open top Construction container cost per week	_____	_____	_____
Charge for pick –up & disposal Of 30 yard open top construction Container	_____	_____	_____
Rental charge for 20 yard self- Contained Compactor cost per week	_____	_____	_____
Cost for pick up and disposal 20 yard self-contained Compactor	_____	_____	_____
Rental charge 35 yard Compactor per week	_____	_____	_____
Cost per ton pick-up & disposal 35 yard compactor	_____	_____	_____
Rental charge for 2 yard container Cost per week	_____	_____	_____
Cost for pick-up and disposal Of 2 yard container	_____	_____	_____

	Year 1 Cost 1/1/2020 to 12/31/2020	Year 2 Cost 1/1/2021 to 12/31/2021	Year 3 Cost 1/1/2022 to 12/31/2022
18 65 gallon totters for use On campus	_____	_____	_____
All other costs, such as dump fees, Additional pick-ups, etc. Please explain in detail:	_____	_____	_____

Total	_____	_____	_____

I hereby certify that this proposal conforms to the most recent rates filed by my company with the Department of Public Utilities, Commonwealth of Massachusetts.

Signature of Authorized Representative	Title	Date
_____	_____	_____

COST SHEET FOR RECYCLING REMOVAL- SALEM STATE UNIVERSITY
(To be completed and attached to bid sheet)

	Year 1 Cost 1/1/2020 to 12/31/2020	Year 2 Cost 1/1/2021 to 12/31/2021	Year 3 Cost 1/1/2022 to 12/31/2022
Rental charge for 30 yard Open top container for Metal recycling cost per week	_____	_____	_____
Charge for pick-up and Disposal 30 yard open Top at 30 yard per ton	_____	_____	_____
Rental charge 20 yard single Stream compactor cost per week	_____	_____	_____
Cost per ton pick-up & disposal 20 yard single stream Compactor	_____	_____	_____
Additional 18 65 gallon toters For on campus only	_____	_____	_____
All other costs, such as dump fees, additional pick-ups, etc. Please explain in detail:	_____	_____	_____

Total:	_____	_____	_____

I hereby certify that this proposal conforms to the most recent rates filed by my company with the Department of Public Utilities, Commonwealth of Massachusetts.

Signature of Authorized Representative	Title	Date
_____	_____	_____

SALEM STATE UNIVERSITY
Service Contract for Solid Waste, Recycling and Compost Removal

COMPOST PLAN

1. The bidder shall describe the company’s experience with compost hauling and disposal and describe where and how the company plans to dispose of the compost (anaerobic digestion, commercial compost facility followed by land application, etc.).
2. The bidder shall describe the manner of compost collection (what type of truck, etc.) and the recommended bin type that we would then need on campus. The contractor is responsible for cleaning any spillage of compost during pick-up.
3. When new compost bins are requested due to damage or other issue, the contractor is expected to provide them within three days.
4. Salem State University is slowly expanding our composting efforts to eventually include dormitories and various events. The locations and numbers of toters would be expected to change over time. The table provided is to give an indication of volume of compost and pricing but the university is open to considering a difference size toter, collection system and pick-up frequency and could welcome contractor guidance.
5. The bidder must complete the following pricing sheet and note the locations and current pick-up frequency of our 65 gallon toters on campus.

Cost Sheet for Compost Removal
(To be completed and attached to bid sheet)

Location	#65 Gallon Toters	Pick-up Frequency	Year One Pricing for Pick-up and Disposal	Year Two Pricing for Pick-up and Disposal	Year Three Pricing for Pick-up and Disposal
Harrington	1	1X/week			
Marsh	7	3X/week			
Meier	4	3X/week			
Viking	1	1X/week			

Total _____

I hereby certify that this proposal conforms to the most recent rates filed by my company with the Department of Public Utilities, Commonwealth of Massachusetts.

Signature of Authorized Representative _____ Title _____ Date _____

SALEM STATE COLLEGE VENDORS OF RECORD
WORKERS'S SPECIFICATIONS

This guide will help you in your relations with Salem State College. It was designed to assist you in performing your related activities. We would kindly appreciate it if you would familiarize yourself with these specifications and inform your staff of their existence. They go into effect immediately.

They will be part of each new bid being awarded and they are also applicable to all existing contracts.

Please keep in mind that not every situation can be covered by a set of written policies. Vendors should use their judgment and common sense where the appropriate actions are not clear from the face of these policies.

Salem State College would like to thank you in advance for your support and cooperation. Should you have any questions regarding this matter, do not hesitate to give me a call.

Evelyn Wilson, C.P.M., MCPPO
Director, Purchasing & Vendor Relations

BEHAVIOR

1. Sexual Harassment of any kind will be dealt with to the full extent of the law. Any contractor's employee in violation of the College policy on sexual harassment will be required to leave the College property.
2. No coarse or vulgar language.
3. Proper dress is required at all times.
 - a. Shirts, pants and shoes must be worn for safety.
 - b. Special equipment must be worn as appropriate (respirators, gloves, etc.)
4. If anyone asks you to stop working for any reason, stop and report to your supervisor or Salem State College representatives.
5. This is a NON-SMOKING campus.

WORK HABITS

1. Respect the privacy of students and employees.
2. Do not take items from rooms (chairs and tables).
3. Do not take items from desks, including pencils and paper.
4. Be sure hands are clean when removing or replacing ceiling panels. Ceiling tiles should be completely removed. If breakage occurs, the contractor is responsible for replacement.
5. Be considerate of College property when working. The Contractor is responsible for any damage to College facility, i.e., floors, rugs, furniture, as these things should be covered before prior to work commencement.
6. Do not store materials in main corridors or lobbies.
7. Communicate with Facilities Dept. personnel whenever possible regarding work location. If moving location, report it to Facilities Dept.
8. Before any work is performed, report to Director of Facilities or appointed designee. For Residence Halls, report to Director of Resident Life.
9. All work on the College's mechanical systems must be coordinated with Director of Facilities.
10. Follow all state and local fire and safety regulations (especially those pertaining to welding, cutting and soldering, including welding curtain).
11. Be considerate of students and employees when working in their areas.
 - a. Noise
 - b. Disruption
 - c. Dust
12. Radios must be kept at a low volume in all work areas; otherwise their use will be prohibited.

PERFORMANCE STANDARDS

1. When job is finished, leave the area in a neat and clean condition.
2. Have a neat and clean work area when working in any of the Salem State College buildings.
3. Areas should be cleaned and remaining stock removed from premises upon completion of job.
4. Do not use roofs and machine rooms for storage purposes. (Only exception: roofers and ventilation contractors who have a need to be on the roof.)
5. Use designated elevators only. Notify College representatives as to special or late scheduled deliveries.
6. Contractor's work staff is limited and responsible to stay in work area when in dirty work clothes.
7. Do not turn equipment OFF or ON without notification.
8. Use plywood or planks under ladders or staging on roofs.
9. Notify Director of Facilities regarding any roof penetrations.
10. Use of Salem State College dumpsters is NOT permitted. Contractor is responsible for removal of Contractor's waste.
11. Use of Salem State College telephones is prohibited.

BUSINESS REFERENCE FORM

ATTACHMENT B

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

The bidder must provide (indicate a number) _____ business references.

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Sensitivity level - low



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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Salem State University
Contract Number: SSU 2020-04 **City/Town:** SALEM
Description of Work: Non-hazardous waste removal, recycling and composting

Job Location: 352 Lafayette Street, Salem, MA 01970

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 Department of Labor Standards, Division of Apprentice Standards (DLS/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. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency 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

Issue Date: 08/15/2019

Wage Request Number: 20190815-016

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver {SALEM}	01/01/2020	\$24.90	\$6.78	\$0.00	\$0.00	\$31.68
	01/01/2021	\$25.82	\$6.78	\$0.00	\$0.00	\$32.60
	01/01/2022	\$26.78	\$6.78	\$0.00	\$0.00	\$33.56
Laborer {SALEM}	01/01/2020	\$21.37	\$6.78	\$0.00	\$0.00	\$28.15
	01/01/2021	\$22.15	\$6.78	\$0.00	\$0.00	\$28.93
	01/01/2022	\$22.96	\$6.78	\$0.00	\$0.00	\$29.74

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, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.