



100 Elliott St., Haverhill, MA 01830

**Request for Proposals  
NECC23-FAC005 - Winter Operations Services  
Haverhill and Lawrence Campuses  
August 28, 2023**

Northern Essex Community College (“NECC”) is soliciting competitive sealed proposals for snow plowing, snow removal, sanding and salting services on the Haverhill and Lawrence, Massachusetts, campuses of NECC.

Bid Documents will be available **Monday, August 28, 2023, on [www.necc.mass.edu/bids](http://www.necc.mass.edu/bids).**

**Sealed proposals will be received until Friday, September 22, 2023, until 9:00 am** at which time all proposals will be opened, read and recorded.

Proposals should be clearly marked **NECC23-FAC005 – Winter Operations Services**, submitted in a sealed envelope and received at:

**Northern Essex Community College  
Procurement Department, B216  
100 Elliott Street  
Haverhill, MA 01830**

This is a sealed RFP and may NOT be submitted electronically. The College will not be held responsible if any proposal is not so marked and is unintentionally opened as a result. Postmarks will NOT be considered.

**The pre-bid conference will be held at 11:00 am on September 7, 2023;** The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at:

**Northern Essex Community College  
Maintenance Building, Building G  
100 Elliott Street  
Haverhill, MA 01830**

All times listed are understood to be Eastern Standard/Daylight Savings (US) unless otherwise noted.

All bid materials must be signed in ink. Facsimile signatures are unacceptable. Proposals must be signed by an authorized agent of the company. Late proposals will not be considered.

Prices quoted must be available for acceptance for at least ninety (90) days after the bid closing date.

NECC reserves the right to accept the proposal deemed best for the Commonwealth of Massachusetts and NECC. The Contract will be awarded to the Vendor who offers the best combination of price, capability, and service options as determined by NECC. NECC reserves the right to reject any or all bids, wholly or in part.

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**SECTION I**  
**INTRODUCTION AND SCHEDULE OF EVENTS**

**INTRODUCTION:** Northern Essex Community College (“NECC”) is soliciting competitive sealed proposals for snow plowing, snow removal, sanding and salting services on the Haverhill and Lawrence, Massachusetts, campuses of NECC. NECC is a two-year public commuter college, operating on a semester basis. Additional information is available on the College’s website: [www.necc.mass.edu](http://www.necc.mass.edu).

**SCHEDULE OF EVENTS**

Bids Available	Monday, August 28, 2023
Pre-Bid Conference	Thursday, September 7, 2023
Deadline for Written Bidders Questions	Tuesday, September 12, 2023
Responses posted by	Wednesday, September 13, 2023
Bids Due	Friday, September 22, 2023
Contract Award	Friday, September 29, 2023
Contract Start Date	November 1, 2023
Contract End Date	October 31, 2026
Renewal Options	Optional - Two (2), Twelve (12) month renewals

All questions must be forwarded via email to Procurement at [procurement@necc.mass.edu](mailto:procurement@necc.mass.edu). Questions may not be submitted by mail, fax or telephone.

All addenda and responses to questions will be posted on [www.necc.mass.edu/bids](http://www.necc.mass.edu/bids). They will not be mailed, faxed or emailed.

The pre-bid conference will be held at 11:00 am on Thursday, September 7, 2023, in the Maintenance Building, Building G, on the Haverhill Campus. The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at:

**Northern Essex Community College  
Maintenance Building, Building G  
100 Elliott Street  
Haverhill, MA 01830**

While not mandatory, preference may be given to Bidders who have visited the site.

If NECC is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other foreseen circumstances the bid conference will be held at 12:00 pm on the next business day. Bid responses will be accepted until 9:00 am on the next normal business day.

The date listed for Contract Award is an estimate and supplied only as a courtesy to Bidders.

Responses not in compliance with bid requirements will be deemed non-responsive.

Proposals must include one (1) complete original and two (2) copies and be submitted in a sealed envelope and received at:

**Northern Essex Community College  
Procurement Department, B216  
100 Elliott Street  
Haverhill, MA 01830**

**Sealed proposals will be received until Friday, September 22, 2023**, at which time all proposals will be **opened, read and recorded**. Proposals should be clearly marked **NECC23-FAC005 – Winter Operations Services** and submitted in a sealed envelope. Proposals received after this date and time will not be considered. It is the Bidder’s responsibility to ensure this condition is met. Proposals delivered to the College mailroom or receiving dock is NOT acceptable.

**SECTION II**  
**GENERAL CONDITIONS**

**IDENTIFIERS:**

- Awarding Authority, College- Northern Essex Community College (NECC)
- Bidder, Contractor, Vendor - An individual, corporation or other entity engaged in the business of supplying the services described in this solicitation, which has received a copy of the RFP. By responding to this RFP, the Bidder agrees that they have read and understand this document.
- Contract Manager – NECC Director of Facilities or designee. The Contract Manager shall have the final responsibility in all operational matters pursuant to this Contract. NECC must approve amendments or modifications to the specifications set forth in the Contract, in writing and in advance of implementation or performance.
- Agreement, Contract –Binding agreement between NECC and the Contractor.

**CONDITIONS OF THE AGREEMENT:** The successful Bidder will furnish all personnel, materials, equipment and services in conformance with the terms and conditions as outlined in these specifications. All stipulations covered under the RFP are part of the resulting Contract. If the Bidder takes exception to any of the terms or conditions listed in the conditions, it must be noted in his/her bid. No part of these services may be sub-contracted without prior written consent of the Contract Manager.

All addenda and responses to questions will be posted on [www.necc.mass.edu/bids](http://www.necc.mass.edu/bids). They will not be mailed, faxed or emailed. NECC and the Commonwealth of Massachusetts accept no liability and will provide no accommodation to Bidders who submit a response based upon an out-of-date solicitation document.

The Bidder may not alter the RFP or its components except for those portions intended to collect the Bidder's response (cost pages, etc.). Modifications to the body of the RFP, specifications, terms and conditions or any other documents that would change the intent of this RFP are prohibited. Any modifications other than where the Bidder is prompted for a response will disqualify the response.

**PREVAILING WAGES:** Services solicited through this RFP are **NOT** subject to the Massachusetts Prevailing Wage Laws. Work done as part of this RFP is subject to compliance with Public Law 92-596 "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction including Volume 36, numbers 75 and 105 of the Federal Register as amended, and as published by the U.S. Department of Labor.

**PROPOSAL COSTS:** Bidders must bear all costs associated with their proposals, including preparation, copying, postage and delivery fees. No costs or expenses incurred by Bidders will be the responsibility of NECC.

**CONTRACT:** The successful Contractor will be required to sign and submit the Commonwealth of Massachusetts Standard Contract form within 10 days of the date of award.

**C.O.R.I/S.O.R.I:** The Contractor shall certify with the Contract Manager at the commencement of the Contract that their employees have undergone a Criminal Offender Record Investigations (C.O.R.I) and a Sexual Offender Record Investigation (S.O.R.I) within the preceding three (3) months. An annual certification may take the place of this requirement. The Contractor must also submit certification annually thereafter. This shall be a requirement for all full time, part time and substitute employees. C.O.R.I and S.O.R.I checks must be completed prior to any Contractor employee beginning work at NECC. The Contractor is responsible for all costs associated with C.O.R.I and S.O.R.I checks.

**PERMITS:** The Contractor shall have complete responsibility for obtaining and maintaining all required permits for operations under this RFP.

**OSHA TRAINING:** The Contractor shall provide a written copy of the Companies Safety program. The safety program shall meet all Federal, State and Local regulations including the Occupational Safety and Health Act of 1970 (OSHA). All of the Contractor's service and installation employees shall have a certificate outlining they have attended a safety program through a certified safety training program or agency. Contractor shall comply with all OSHA enforcement procedures for occupational exposure to blood-borne pathogens. All employees must have received minimum federal

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training on blood-borne pathogens, handling of hazardous materials, and instruction in the right-to-know laws and are fully able to understand Safety Data Sheets and other published notices before being allowed to work on NECC property. Training procedures, records and documentation of instructor qualifications or certification shall be submitted to NECC.

**AWARDING:** The Contract will be awarded to the Vendor who offers the best combination of price, capability and service options as determined by the College. **The lowest bid does NOT constitute the winning bid. If deemed to be in the best interest of the College, NECC may award separate contracts for each campus.** NECC reserves the right to award or reject all proposals in whole or in part, and to waive technical defeats, irregularities, and omissions if, in its judgment, the best interests of the Commonwealth of Massachusetts and NECC will be served. No financial claim for any payment whatsoever shall be brought against the College for any contract delays.

**COLLEGE PROPERTY AND SECURITY:** Any damage occurring due to Work or related activities under this Contract shall be repaired at the Contractor's expense and to the satisfaction of the College.

The College can neither accept nor assume responsibility for the security of the Contractor's equipment if stolen or vandalized.

The Contractor shall confine all equipment in areas directed by the College and shall not unreasonably encumber the area.

The Contractor shall make no alterations nor erect any signs on the premise without authority from the Contract Manager. Such permission will be in writing.

The Contractor shall not represent his/herself to be an employee or agent of NECC. The use of the College's name on letterhead, billheads and signs or in any other manner by the Contractor is not permitted.

The Contractor shall comply with all policies and procedures promulgated by NECC.

The Contractor shall not sublet any of the assigned premises for conducting business without the written permission of the College.

Should the Contractor default in any of its undertakings under this Agreement, it is expressly understood and agreed that the College may, at its option, terminate the Agreement effective seven (7) days after written notice has been sent. The College may terminate this Agreement at any time, without prior notice, if the Contractor should become bankrupt or otherwise financially insolvent or there should there be an assignment of assets for the benefit of creditors, which diminish the College's rights, services or ability to take any action for its staff, students and visitors.

At the termination or cancellation of the Agreement, the Contractor shall give up and deliver to the College the premises promptly and in as good condition as at the time of commencement of the Term. The Contractor shall remove all its detachable equipment unless otherwise agreed upon by the College, subject to any lien, which the College may have to secure any unpaid charges due under this Agreement.

The Contractor shall consider any recommendations by the College regarding dismissal of any of the Contractor's employees whom the College finds undesirable. In this matter, the College's recommendation shall be final and binding unless there are mitigating circumstances which will be made known to the College.

The Contractor shall be responsible for all breakage and damage to property (real and personal) that may occur as a result of the fault, negligence or non-performance of duty on the part of her/himself or her/his employees in connection with the performance of the Work herein specified. Repair or replacement of any such damage shall commence by the Contractor within forty-eight (48) hours after notification of such damage and shall be completed expeditiously to the satisfaction of the Contract Manager.

**GUARANTY AND WARRANTY:** The Contractor shall pay to the College all expenses, losses and damages incurred as a consequence of any defect, omission, negligence or error by the Contractor's employees, its Subcontractor's or its Subcontractor's employees.

**DISCRIMINATION AND SEXUAL HARASSMENT:** NECC does not discriminate based on race, color, national origin, sex, sexual orientation, religion, age or handicap in admission, access to, treatment or employment in its programs and activities.

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The Contractor must comply with the terms of the College's policies on discrimination & sexual harassment issues while carrying out their activities on College property. Copies of the College's harassment policies may be obtained in Human Resources.

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

**Non-Discrimination in Employment:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender identity, religion, genetic information maternity leave, military service, marital status or disability. The Contractor agrees to comply with applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

The College reserves the right to disqualify any Contractor, person or entity seeking to provide services to the College that fails to adhere to the prohibitions against discrimination in employment that are contained in this section.

**PROTECTION OF LIVES AND HEALTH:** The Contractor shall comply with all Federal, State, and local laws, ordinances, rules, orders, regulations and codes in completing work under this contract.

The Contractor shall comply with all Federal, State and local laws, ordinances, rules, orders, regulations and codes regarding transporting, handling, storage, removal and disposal of all flammables, regulated and/or unregulated materials required for the work covered under this contract and shall be responsible for all associated fees and/or charges.

The Contractor shall take all precautions for preventing injuries to persons and property in or about the worksite.

The Contractor shall not permit smoking by employees on campus, nor allow the use of intoxicating beverages or non-prescription controlled substance drugs upon or about the worksite.

The Contractor shall assume the defense of, indemnify and save harmless the College, its officers and employees from all claims relating to labor performed or furnished; of injuries to any person or corporation received or sustained by or from the Contractor, their employees and/or subcontractors and any subcontractor's employees, in performing the work or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and his/her employees therein engaged.

Should the College Administration deem that the Contractor is not abiding by the provisions of this section or that a serious, unsafe condition exists which threatens the health, life, safety or property of the College community, an immediate suspension of operation - without additional expense to the College - may be ordered until such unsafe acts or conditions are corrected.

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

The Contractor shall keep itself fully informed of all existing and future Federal, State, County and municipal laws, orders, ordinances, rules, policies, procedures, and regulations. This includes but is not limited to OSHA regulations and health codes as well as those pertaining to affirmative action, equal opportunity and anti-discrimination as they pertain to persons engaged or employed in the workplace or to the materials and equipment used or employed in the work of all such orders and decrees of bodies or tribunals having jurisdiction or authority over same and all provisions required by law to be made part of this Agreement which provisions are hereby incorporated by reference and made part hereof.

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**CONTRACTOR'S LIABILITY INSURANCE:** The Contractor agrees to furnish and keep in full force during the Term of the Agreement, worker's compensation and employer's liability insurance covering all persons employed by the Contractor who are engaged in the performance of the services rendered to the College. The Contractor shall include a provision that there will be no right of subrogation against the College in the event of a workers' compensation or liability insurance payment.

The Contractor shall have and maintain without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability, Protective Property Damage Liability Insurance and Comprehensive Automobile Liability in not less than the following amounts:

**Worker's Compensation**

Worker's compensation must include and cover working executives and owner/operators.

1) State	Statutory
2) Applicable Federal	Statutory
3) Employer's Liability Each Accident	\$1,000,000
Disease policy limit	\$500,000
Disease per employee	\$100,000

**Comprehensive General Liability**

1) Bodily Injury	
a) Each Person	\$1,000,000
b) Annual Aggregate	\$2,000,000
2) Property Damage	
a) Each Occurrence	\$1,000,000
b) Annual Aggregate	\$2,000,000

**Contractual Liability**

Bodily Injury	
a) Each Occurrence	\$1,000,000

**Property Damage**

a) Each Occurrence	\$1,000,000
b) Annual Aggregate	\$1,000,000

**Personal Injury with Employment Exclusion deleted**

1) Annual Aggregate	\$1,000,000
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**Comprehensive Automobile Liability**

**Bodily Injury**

a) Each Person	\$1,000,000
b) Each Occurrence	\$1,000,000

**Property Damage**

a) Each Occurrence	\$1,000,000
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**Umbrella Policy**

\$5,000,000

Each certificate or instrument shall contain a valid provision of endorsement that the policy may not be canceled, terminated, changed, or modified without giving thirty (30) days written notice thereof to the College and that the insurance company waives their right to subrogation and indemnification against the College and the Commonwealth of Massachusetts.

All insurance policies required herein shall contain the following provision or its equivalent with the same meaning and intent:

“The insurance company waives any right of subrogation and indemnification against Northern Essex Community College, its trustees, officers, employees or their agents, or the Commonwealth of Massachusetts which may arise by reason of any payments under this policy”.

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**Insurance certificates are to be delivered to:  
Northern Essex Community College  
Procurement Department, B216  
100 Elliott Street  
Haverhill, MA 01830**

The Contractor shall submit to the College, promptly upon bid award, copies of all required insurance certificates to cover all damage to College property or private property and personal injury including but not limited to student, faculty, staff or visitor automobiles on campus grounds.

The Contractor shall be liable for damage through the entire Term of the Contract.

The Contractor certifies that its employees are covered under an unemployment compensation program.

The Contractor must annually provide copies of appropriate licensing for all employees who may operate equipment under this Contract. The Contractor may not use an employee for which a current and appropriate license has not been submitted. The College reserves the right to verify all licensing.

**CONTRACT TERMINATION:** The successful Bidder will be required to enter into a Contract containing the following provisions:

NECC reserves the right to terminate this Contract with or without cause or if the successful Bidder fails to comply with the provisions of the Contract. The College reserves the right to terminate any and all parts of this Contract specification due to lack of or reduction in financial appropriations that fund this Contract.

**GENERAL PROVISIONS:** The Contractor agrees that upon written direction by the College, setting forth, reasonable cause, the Contractor will remove from service under the Contract any of its employees or equipment.

The Contractor shall not subcontract any portion of this Contract unless approved in writing by the Contract Manager.

All bid prices shall remain firm for at least ninety (90) days after the bid closing date and throughout the Term of the Contract including renewal options.

NECC shall have the right at reasonable times upon reasonable notice to examine the books, records and other compilations of data which pertain to the performance of provisions and requirements of this Contract.

If the Bidder takes exception to any of the terms or conditions listed in the specifications, it must be so noted in his/her bid. The College reserves the right to reject any bid proposal that is not in full compliance with the contract specifications; reject any or all bids wholly or in part; to waive technicalities or minor deviations; to make awards in a manner deemed in the best interest of the College; and to correct any award or specification erroneously made as a result of a clerical error on the part of the College.

Proposals must be made on the forms supplied by the College. Should the Bidder find discrepancies in or omissions from the specifications or shall be in doubt as to their meaning, he/she shall at once notify the College in writing. The College will not be responsible for any oral instructions. In turn, if the College desires, it will notify the other Bidders in writing. Any bulletins and/or addenda issued during the time of bidding are to be covered in the proposal and closing the Contract thereof and are to be considered binding aspects of the final Contract.

The College shall execute a letter of Agreement within ten working days of Contract award to the successful Bidder. At this time, the Contractor is required to complete and return the Commonwealth of Massachusetts Standard Contract Form and a W9.

NECC participates in the Minority Business Enterprise Program (MBE) as directed by Executive Order 237.

The Contractor agrees to comply with all state and federal immigration laws.

Pursuant to M.G.L. c.62C, Section 49A, the Contractor certifies that it has complied with all Federal and State tax laws.

The College is exempt from Federal Taxes and Massachusetts Sales Taxes. Prices quoted shall not include taxes.



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**CONFLICT OF INTEREST:** A Bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other Bidder and that the Bidder is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

**CONTRACTOR EMPLOYEES:** Contractor shall be responsible for ensuring their employees meet all legal requirements for employment in the United States and the Commonwealth of Massachusetts.

**CLARIFICATION OF PROPOSALS:** Any Vendor submitting a proposal may be required to discuss or clarify their proposal with the selection committee at any time during the procurement process. Only the Administration and Finance department shall make requests for such discussion or clarification.

The selection committee is not required to seek clarification of Vendor proposals. Therefore, the Vendors should be as clear and unambiguous as possible in their responses to the specifications and be certain of their procedural specifications.

**RETURN OF PROPOSALS:** NECC shall be under no obligation to return any proposals or materials submitted by a Vendor in response to this RFP.

**CANCELLATION OF RFP:** NECC retains the right to cancel this RFP or any portion thereof at any time prior to the execution and approval of a Contract, in which event all proposals received in response to this RFP, or the relevant portion thereof will be rejected. The College reserves the right not to award a Contract if, at the sole discretion of the College, it is in the best interests of NECC to re-bid or determine an alternate means to provide these services at the College campuses. Should this RFP be cancelled, all expenses related to the preparation of responses to this RFP remain the responsibility of the Vendor.

**AMENDMENTS TO THE CONTRACT:** NECC reserves the right to amend the Contract arising from this RFP and in particular, to add or remove services at a mutually agreed upon cost.

**PREPARATION OF PROPOSAL:** The accuracy and detailed completion of this proposal is essential. Omissions and/or equivocal statements will be construed against the Vendor. Since the successful proposal will be incorporated into the Contract, Vendors are cautioned not to make claims or statements to which they are not prepared to commit contractually.

It is essential that the instructions contained in this RFP be followed strictly for the accurate and timely evaluation of proposals. A proposal may be deemed non-responsive, at the Administration and Finance department's discretion, if a Vendor fails to comply with the instructions in this part of the RFP.

Proposals are to include:

- a. Include the name, title, address, email address and telephone number of one individual who can respond to requests for additional information.
- b. Include the name, title, address, email address and telephone number of one individual who is authorized to negotiate and sign a contract for the Vendor.

**ACCESS TO VENDOR RECORDS:** At all times during the Term of the Agreement, the Vendor shall make available to NECC upon request, any and all records pertaining to the Vendor's operations as they pertain to the Agreement. Records to be made available include, but are not limited to, employee training relative to blood-borne pathogens and hazardous materials.

**GOVERNANCE:** The Contract as described in the specifications shall be governed by and construed by the Laws of the Commonwealth of Massachusetts and will constitute the entire Agreement between parties. The Contract specifications may not be varied unless specified in writing and signed by both parties.

### **SECTION III**

## **SCOPE OF WORK & SPECIFICATIONS**

Northern Essex Community College (NECC) requires that all Contractors under contract with the College abide by the following scope of work and specifications.

#### **SCOPE OF WORK:**

- Service will require the Contractor to perform Winter Operations Services for Northern Essex Community College (NECC), which consists of, but not limited to, the following services:
  - Snow plowing of designated parking lots and roadways.
  - Snow removal from designated areas around the College campuses.
  - Salting or sanding of designated parking lots.
  - Snow services include all roads, parking lots, service areas to be kept clear of snow, ice, and sleet accumulations.
  - Snow removal maintenance consists of furnishing all labor and materials necessary to provide complete and continuous snow removal of parking lots and roadways.
- Plow drive lanes, fire lanes, and parking lots (outlined in table below) once two (2) inches of snow or ice accumulate or at the request and coordination of Contract Manager/designee. Be sure to include the loading dock at 45 Franklin St.
- Snow plowing and snow removal shall be performed at the request and coordination of Contract Manager/designee.
- Snow removal shall be performed when the amount of snow fall restricts parking space utilization or at the request and coordination of Contract Manager/designee.
- Salt or sand all drive lanes, fire lanes, parking lots at the request and coordination of Contract Manager/designee. Avoid creating drifts in front of dumpster enclosures, walkways or emergency exits.
- All above services to be coordinated with Contract Manager/designee by 5:00 am if for some reason all parking lots cannot be completely cleared by 7:00 am.

#### **SPECIFICATIONS:**

- Each Bidder shall have performed the type of work specified in this document for a period of a least five (5) years and shall be able to substantiate the work through a list of clients for whom such work has been performed.
- The hourly rate shall include operator, equipment, and supervisory costs, plus overhead and profit.
- The Contractor shall not subcontract any portion of this contract unless approved, in writing, by the College's Contract Manager.
- The Contractor must designate a person that can be reached by phone or beeper at all times (24/7) and/or have answering services 24/7.
- The Contractor provides dedicated on-site supervisory personnel at no charge during snow removal to ensure the safe and efficient operation of his equipment. The contractor is responsible for using only properly licensed operators and complying with all applicable laws and regulation pertaining to the safe operations of motor vehicles and equipment.
- The College reserves the right to designate a representative to monitor the Contractor's work.
- Care shall be taken not to damage buildings, fences, curbs, tree trunks, landscaping etc. when performing Winter Operations Services. All damage is to be reported to NECC Contract Manager regardless of cause. Any breakage or damage occurring during the performance of any work shall be promptly repaired or replaced by the Contractor, at no additional cost and to the College's satisfaction.

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- Contractor will be required to perform Winter Operations Services until satisfactory completion as determined by the NECC Contract Manager. The Contractor will inform Contract Manager if during a storm; a piece of equipment is put out of service.
- The Contractor will be responsible for providing all equipment necessary to meet the terms of this RFP throughout the Term of the Contract and is responsible for proper compliance with all such equipment requirements. The Contractor may, for his own convenience, request to park snow removal equipment on College Grounds. Parking areas will be designated by NECC Contract Manager.
  - *Note:* The College does not guarantee the security of the College Facilities against damage, or vandalism to the contractor's equipment, supplies or property, and any loss or damage shall be borne by the contractor without right of recovery against the College. The College does not guarantee the availability of storage areas for the contractors use.
- Due to the lack of individual site snow storage, snow hauling at the end of each winter operation may be anticipated by the Contractor and will be performed as outlined below or at the discretion and direction of Contract Manager.
- The Contractor shall notify the Contract Manager of any work which incurs additional cost for a project, a separate proposal, detailing the additional cost, shall be prepared and approved by both the College and the Contractor. Any additional cost to the College shall be subject to the approval of the NECC Contract Manager.
- The Contractor shall immediately notify the Contract Manager, both verbally and by a follow-up letter, of any discrepancies found during performance of any services, which may adversely affect the execution of the Contract. This may include actual or potential damage, hazard, or impairment to the College's operation.
- In case of emergency, if hazardous (or suspicious) materials are encountered on site, the contractor shall contact Public Safety (978) 556-3333.

**PERFORMANCE:** The Contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to continue with the Contract. Poor Performance as determined by the College may result in cancellation of the Contract. Failure of the Contractor to meet all requirements of this section shall be cause for termination of the Contract.

**SELECTION AND AWARD CRITERIA:** NECC is not bound to accept any proposal based on price alone. The College further reserves the right to reject any and all proposals and will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of the RFP.

- From the total information requested, award shall be made to the responsible and responsive bidder(s) whose proposal best meets the College's requirements and offers the best price as determined by Northern Essex Community College.
- The College may award the work to multiple contractors or select different contractors for each campus.
- Evaluation criteria will include but may not be limited to quantity and type of equipment available, proposed seasonal costs and/or hourly rates and feedback from references.
- The successful contractor and the College shall execute a Commonwealth of Massachusetts Standard State Contract. The RFP documents and Proposal responses shall be incorporated by reference in the State Contract. Should conflict arise between the Terms and Conditions of the State Contract and the bid responses, the Terms and Conditions shall prevail.
- The information that is supplied in the RFP will become part of the Contract. The time and materials pricing, offered by the Bidder, will remain fixed for the term of the Contract and any Contract extensions.
- The Contract may be terminated without cause by the College by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination stated in the notice.
- The College may terminate the contract if the Contractor fails to fulfill the required obligations or fails to comply with the contract provisions by giving written notice to the Contractor at least seven (7) calendar days prior to the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to the College's approval.

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- The College reserves the right to terminate any and all parts of the contract due to lack of or reduction in financial appropriations that fund the contract.

**TERM:** The Contract will begin on November 1, 2023, for a period of thirty-six (36) months with the option to renew for two (2) twelve (12) month terms.

**CONTRACT AWARD:** Following Contract Award, the Contractor shall have the account manager meet with the Contract Manager at NECC regarding the manner in which the services are to be implemented.

**PAYMENT PROCEDURE AND TERMS:** Vendor will submit an invoice on a per-job basis, including the cost of materials as well as the hourly rate, outlined in the pricing sheet. Payments to the Contractor will be made on a per-job basis. At the completion of a job, the Contractor shall present the College with an invoice for payment. All invoices must be itemized by campus, equipment/service descriptions, respective parking lot designations and itemized descriptions of services performed. Invoices are NET 45 provided the work is satisfactory to the College.

The Commonwealth of Massachusetts or its agent, NECC, will make payment for equipment or services after COMPLETE delivery to the satisfaction of the College.

All Bidders responding to this procurement are encouraged to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments (see attached form).

**SECTION IV**  
**REQUIRED FORMS & SUBMISSIONS**

**Required Forms and Submissions to accompany the Bid to be tabbed in the following order.**

1. Pricing Sheet (Form Included)
2. Statement of Financial Strength & Tax Compliance (Form Included)
3. Certificate of Non-Collusion (Form Included)
4. Commonwealth of Massachusetts Prompt Pay Discount Form (Form Included)
5. Business Reference & Question Form (Form Included)

The successful Contractor will be required to sign and submit the following forms within 10 (ten) days of the date of Award. These forms are attached for reference.

- Commonwealth of Massachusetts Standard Contract
- W9 & New Vendor Form
- Copy of valid Massachusetts's license/registration for all equipment operators
- Certificate of Insurance

**Pricing Sheet**

<b>PARKING LOT LOCATIONS</b> (Note: for informational use only)	<b># of Parking Spaces</b> (estimate)
<b><i>Lawrence Campus</i></b>	
Lot A, 45 Franklin St., John R. Dimitry Building	160
Lot C, Goudreault Lot, across from the Dr. Ibrahim El-Hefni Allied Health and Technology Center	60
414 Common St. Handicap Parking Lot, Located on East side of the Dr. Ibrahim El-Hefni Allied Health and Technology Center	5
Lot D, 78 Amesbury St., Louise Haffner Fournier Education Center	74
<b><i>Haverhill Campus</i></b>	
Hartleb Technology Center Building	468
Behrakis Student Center Building	228
Bentley Library Building	225
Spurk Building	1,047
Sports and Fitness Center Parking Lot	17
Campus Roads	

**A. PRICING:** The undersigned proposes to furnish all labor and materials required for NECC23-FAC005 Winter Operations Services for the Haverhill and Lawrence Campuses. The total Contract price specified below, may be subject to additions and deductions according to the terms of the specifications. Contractor must supply and honor the stated pricing for the life of the Contract, including renewals. The College reserves the right to renegotiate or conduct a RFP process at the beginning of the renewal.

**B. ADDENDA:** This bid includes acknowledgement of addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**Pricing for Winter Operations Services at NECC Haverhill and Lawrence Campuses.** Pricing to include equipment/material required quantities, materials cost per ton and hourly rate per individual piece of equipment. Hourly rate should include all expenses for equipment: vehicle, operator, labor, tools, equipment, gas, fringe benefits, overhead, insurance and profit etc. and must be an accurate representation of actual charges (The College is tax exempt).

**LAWRENCE CAMPUS PRICING SHEET**

<b><u>Sand/Salt/Mix Pricing</u></b>	<b>Ton(s) Required per Call</b>	<b>Winter Season 2023-2024 Cost per Ton</b>	<b>Winter Season 2024-2025 Cost per Ton</b>	<b>Winter Season 2025-2026 Cost per Ton</b>	<b>Renewal #1 Cost per Ton</b>	<b>Renewal #2 Cost per Ton</b>
Application of Straight Sand (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .
Application of Straight Road Salt (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .
Application of Sand/Salt hybrid 70/30 mix (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .
Other Application of Sand/Salt hybrid _____ mix, if applicable (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .
Pre-treatment application (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .

[Type here]

[Type here]

[Type here]

<u>Equipment Pricing</u>	Quantity(s) Required per Call	Winter Season 2023-2024 Hourly Rate	Winter Season 2024-2025 Hourly Rate	Winter Season 2025-2026 Hourly Rate	Renewal #1 Hourly Rate	Renewal #2 Hourly Rate
4X4 Truck with 8' Plow		\$ .	\$ .	\$ .	\$ .	\$ .
Rubber Tire Pay Loader (min 3-yard bucket) snow removal	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Rubber Tire Pay Loader (min 5-yard bucket) snow removal	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sidewalk Machine (Bobcat or Equivalent)		\$ .	\$ .	\$ .	\$ .	\$ .
10-Wheeler (Hauling Only)		\$ .	\$ .	\$ .	\$ .	\$ .
Tri-Axle (Hauling Only)		\$ .	\$ .	\$ .	\$ .	\$ .
18-Wheeler (Hauling Only)		\$ .	\$ .	\$ .	\$ .	\$ .
4X4 With Minimum 10 Yard Sander		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .

**HAVERHILL CAMPUS PRICING SHEET**

<u>Sand/Salt/Mix Pricing</u>	Ton(s) Required per Call	Winter Season 2023-2024 Cost per Ton	Winter Season 2024-2025 Cost per Ton	Winter Season 2025-2026 Cost per Ton	Renewal #1 Cost per Ton	Renewal #2 Cost per Ton
Application of Straight Sand (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .
Application of Straight Road Salt (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .
Application of Sand/Salt hybrid 70/30 mix (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .
Other Application of Sand/Salt hybrid _____ mix, if applicable (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .
Pre-treatment application (per ton)		\$ .	\$ .	\$ .	\$ .	\$ .

[Type here]

[Type here]

[Type here]

<u>Equipment Pricing</u>	Quantity(s) Required per Call	Winter Season 2023-2024 Hourly Rate	Winter Season 2024-2025 Hourly Rate	Winter Season 2025-2026 Hourly Rate	Renewal #1 Hourly Rate	Renewal #2 Hourly Rate
4X4 Truck with 8' Plow		\$ .	\$ .	\$ .	\$ .	\$ .
Rubber Tire Pay Loader (min 3-yard bucket) snow removal	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Rubber Tire Pay Loader (min 5-yard bucket) snow removal	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sidewalk Machine (Bobcat or Equivalent)		\$ .	\$ .	\$ .	\$ .	\$ .
10-Wheeler (Hauling Only)		\$ .	\$ .	\$ .	\$ .	\$ .
Tri-Axle (Hauling Only)		\$ .	\$ .	\$ .	\$ .	\$ .
18-Wheeler (Hauling Only)		\$ .	\$ .	\$ .	\$ .	\$ .
4X4 With Minimum 10 Yard Sander		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .
Other (if applicable):		\$ .	\$ .	\$ .	\$ .	\$ .

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder)

By

\_\_\_\_\_  
(Name and Title of Person Signing Bid)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Phone & Email)



[Type here]

[Type here]

[Type here]

**Statement of Financial Strength**

Under penalty and perjury of law, I \_\_\_\_\_, certify that  
\_\_\_\_\_  
*(Name)*  
\_\_\_\_\_ is financially solvent and has been operating in the  
\_\_\_\_\_  
*(Business Name)*  
black for at least the preceding three (3) years.

**Statement of State Tax Compliance**

Pursuant to M.G.L. Chapter 62C, S 49A, as amended by Chapter 233 of

the Acts of 1983, Section 36, I \_\_\_\_\_  
\_\_\_\_\_  
*Name & Title*

authorized signatory for \_\_\_\_\_  
\_\_\_\_\_  
*Contracting Party*

whose principal place of business is at \_\_\_\_\_  
\_\_\_\_\_  
*Address*

do hereby certify under the pains and penalties of perjury that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Contracting Party*  
has complied with all laws  
of the Commonwealth of Massachusetts relating to taxes.

Contracting Party's Social Security or Federal I.D. Number: \_\_\_\_\_ -- \_\_\_\_\_

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

[Type here]

[Type here]

[Type here]

**Certification of Non-Collusion**

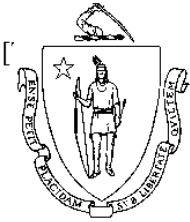
The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

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*(Name of person signing bid or proposal)*

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*(Name of Business)*



[Type here]

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**COMMONWEALTH OF MASSACHUSETTS**  
**Prompt Pay Discount Form**  
**(Invoice discounts for receiving fast payments)**

Revised 3/9/07

**Bidder Name:** \_\_\_\_\_  
**Vendor Code (VCUST):** \_\_\_\_\_  
**Contract/RFR Number(s):** \_\_\_\_\_

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, **whichever is later to** the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0%

<b>Prompt Payment Discount %</b>	<b>Payment Issue Date w/in</b>
<b>%</b>	<b>10 Days</b>
<b>%</b>	<b>15 Days</b>
<b>%</b>	<b>20 Days</b>
<b>%</b>	<b>30 Days</b>

The Contractor is unable to provide a prompt payment discount due to the following hardship: \_\_\_\_\_  
\_\_\_\_\_

Contractor/Bidder Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Contractor/ Bidder Authorized Signatory Print Name and Title: \_\_\_\_\_

[Type here]

[Type here]

[Type here]

**Business Reference & Question Form**

Bidder: \_\_\_\_\_

RFP Name/Title: **NECC23-FAC005 – Winter Operations Services**

*The Bidder must provide (indicate a number) 3 business references.*

Reference name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

URL: \_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

URL: \_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

URL: \_\_\_\_\_ Email: \_\_\_\_\_

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.*

**Questions**  
**(Complete Answers Required)**

1) What projects are this business currently working on? Please include the name of the project, owner, contract amount, percent complete and scheduled completion date. *(Attach separate sheet if necessary)*

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2) Has this business ever defaulted on a contract? If yes, please provide explanation.

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3) Has this business ever failed to complete any project awarded to it? If yes, please provide explanation.

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# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> MMARS Department Code:	
Legal Address: (W-9, W-4):		Business Mailing Address:	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager:	Phone:
Contractor Vendor Code: VC		E-Mail:	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<input type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <b>Prior</b> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of ____, 20__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)  Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature)  Print Name: _____ Print Title: _____	



## New Vendor Form

**Instructions for completing the New Vendor Form: Please complete all sections below and attach a W9.**

Note: All vendors are required to provide their ACH/EFT banking information for payment processing.

### Vendor Information

Vendor Name: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Supplier Diversity Certification Type:** Select all that apply.

- Minority Business Enterprise (MBE)
- Women-Owned Business Enterprise (WBE)
- Veteran-Owned Business Enterprise (VBE)
- Disability-Owned Business Enterprise (DOBE)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Lesbian Gay Bisexual or Transgender Business Enterprise (LGBTBE)
- Small Business Certified by SDO

**Purchasing Contracts:** Please check if you are participating in any of the following state, federal, or national contracting vehicles.

- E&I
- State Contract (OSD)
- Nercomp
- GSA
- NCPA
- MHEC
- OMNIA Partners
- Other: \_\_\_\_\_

### Vendor Banking Information

Northern Essex Community College requires all vendor payments to be issued via ACH/EFT (Electronic Funds Transfer). Please fill in the following information for your ACH/EFT.

Name of Banking Institution: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

Account Type:  Checking  Savings

Email for Pay Advice: \_\_\_\_\_

The undersigned certifies the information provided above is true and accurate to the best of his/her knowledge.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For questions, contact Beth Donovan or David McDonald, Purchasing Dept at [procurement@necc.mass.edu](mailto:procurement@necc.mass.edu).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**SECTION V**  
**ATTACHMENTS – CAMPUS PARKING MAPS**  
*Lawrence Campus: Google Earth Parking Photos*

**Lot A, 45 Franklin St., John R. Dimitry Building – approximately 160 parking spaces**

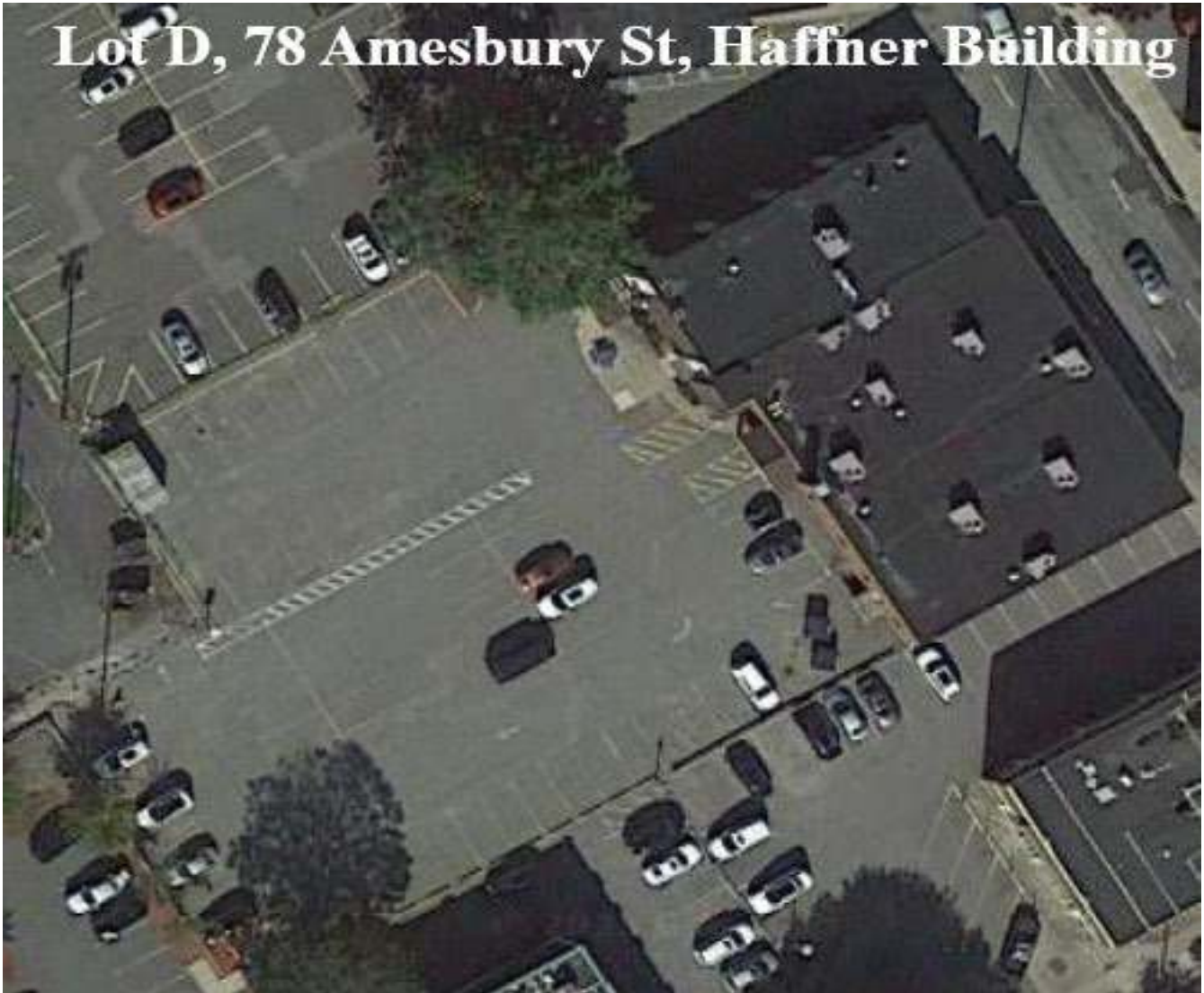


[Type here]

[Type here]

[Type here]

**Lot D, 78 Amesbury St., Louise Haffner Fournier Education Center – approximately 74 parking spaces**





[Type here]

[Type here]

[Type here]

**414 Common St. Handicap Parking Lot, Located on East side of the Dr. Ibrahim El-Hefni Allied Health and Technology Center - approximately 5 parking spaces**

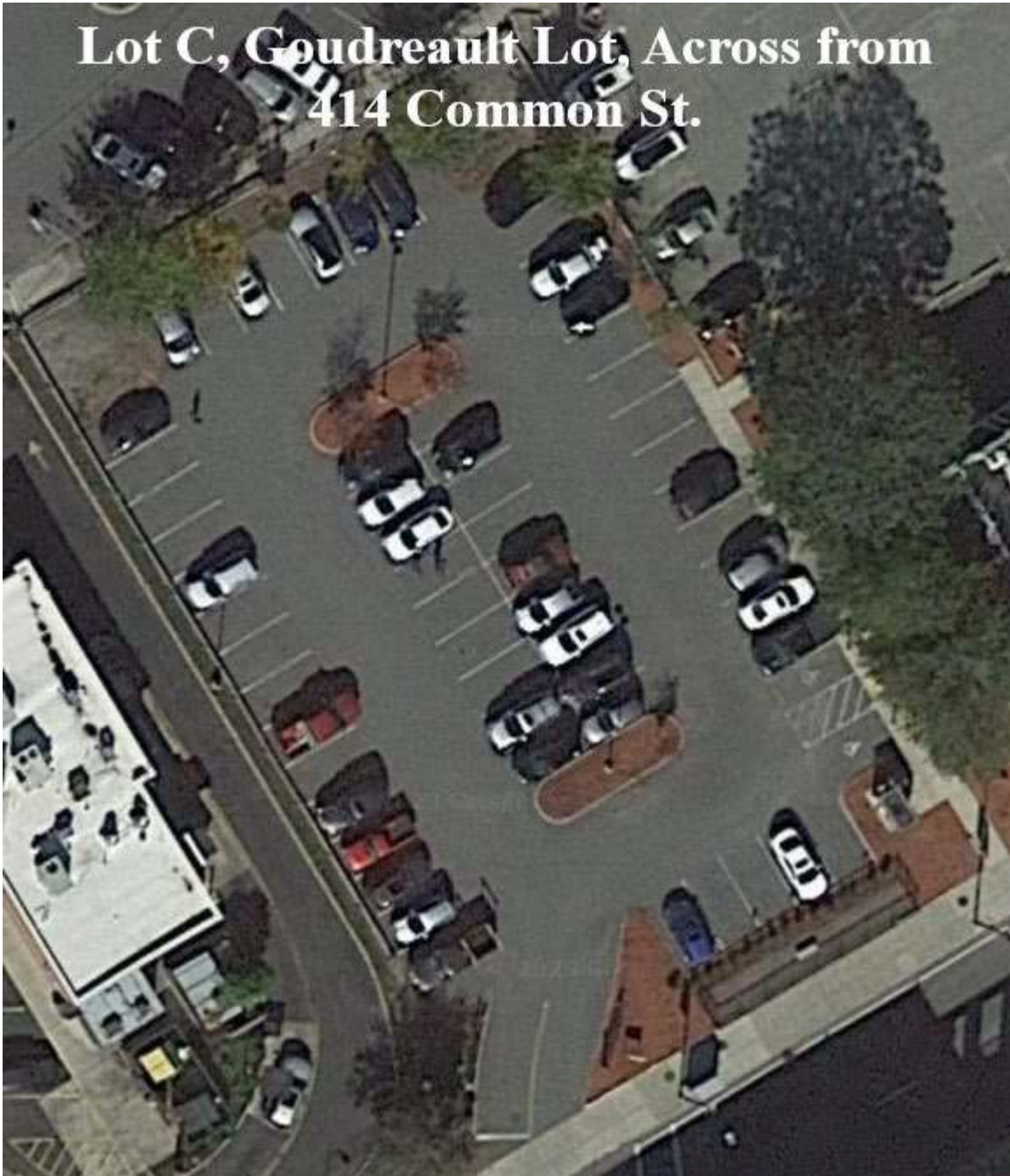


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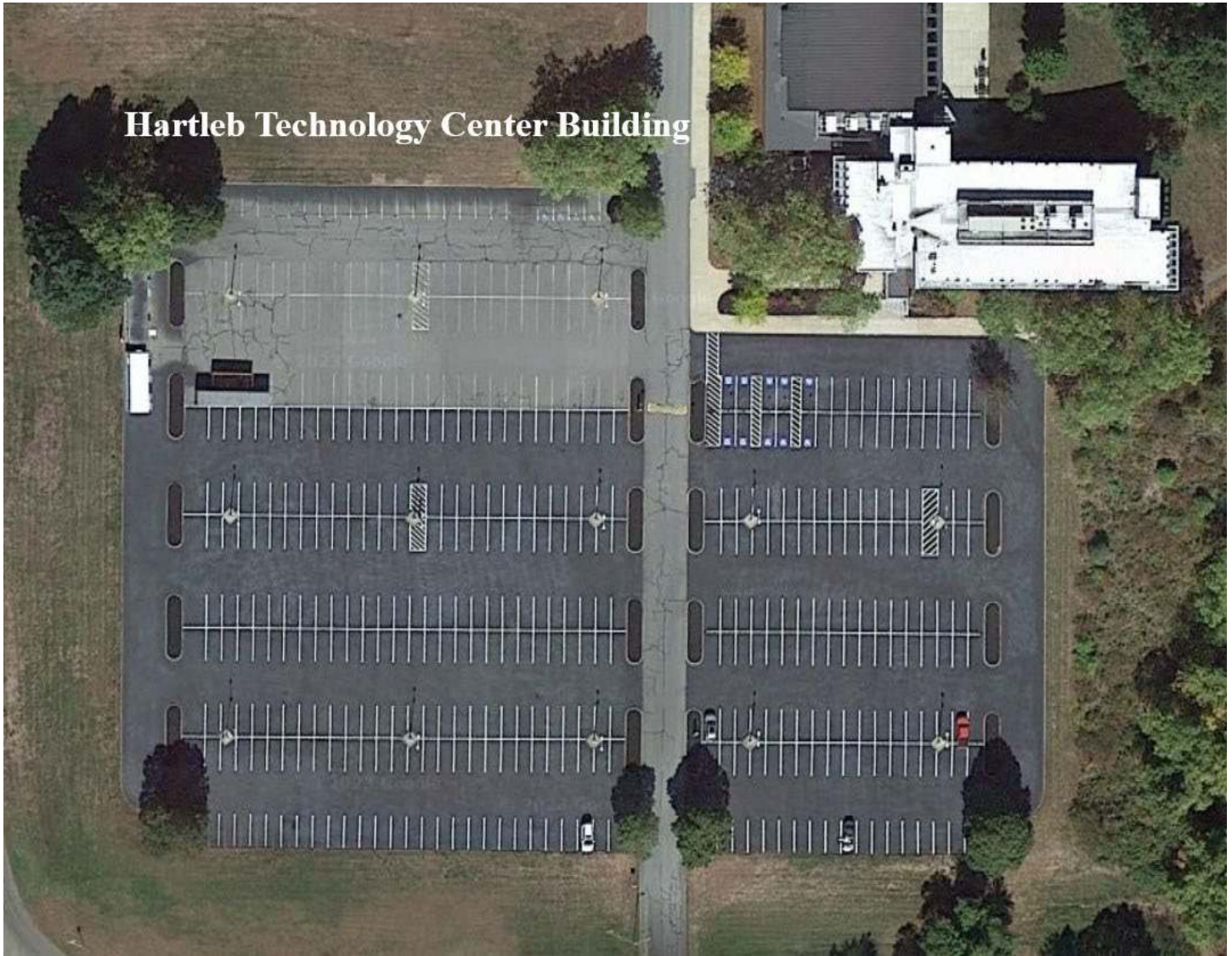
**Lot C, Goudreault Lot, across from the Dr. Ibrahim El-Hefni Allied Health and Technology Center - approximately 60 parking spaces**





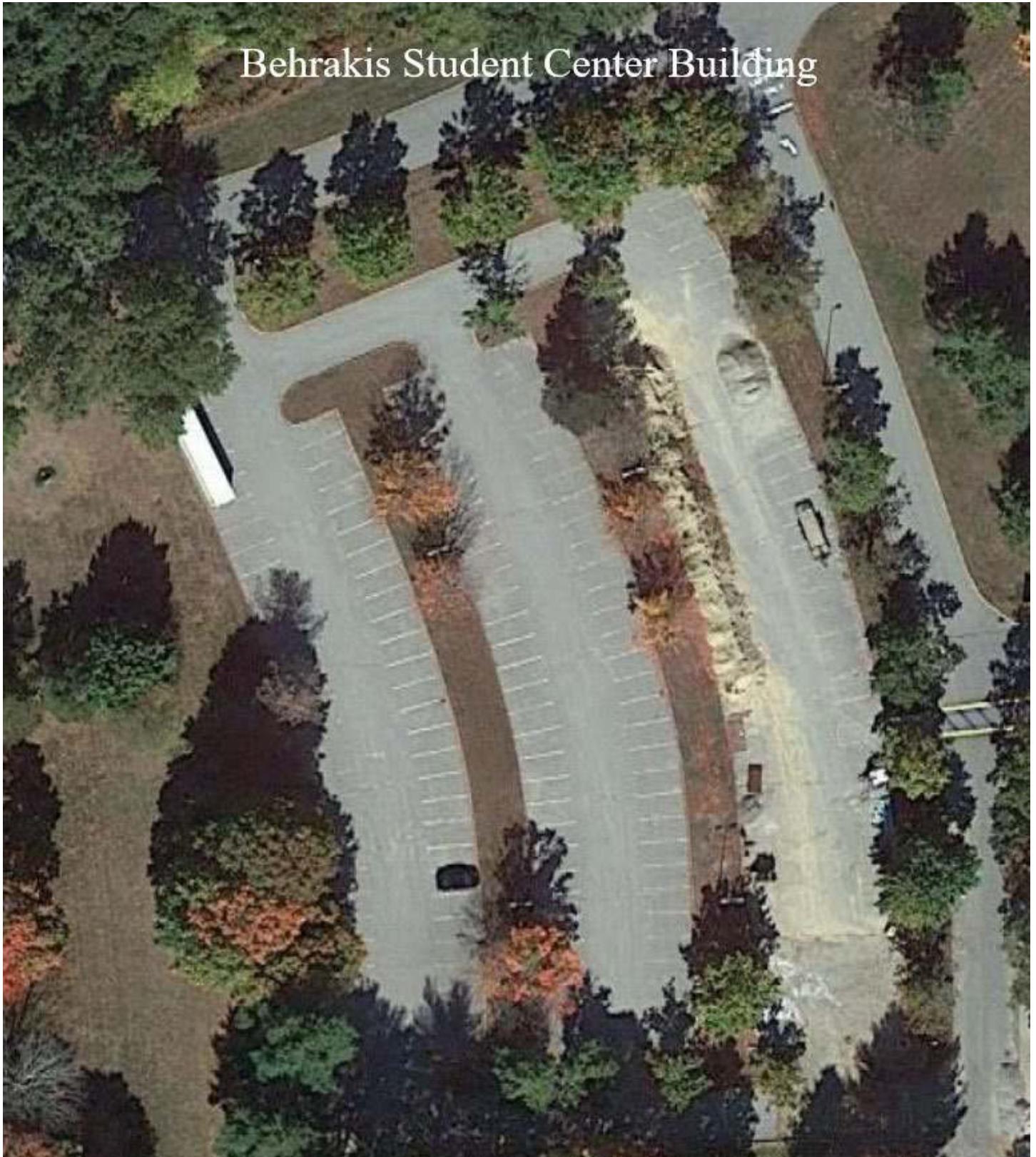
**ATTACHMENTS – CAMPUS PARKING MAPS**  
*Haverhill Campus: Google Earth Parking Photos*

**Hartleb Technology Center Building - approximately 468 parking spaces**





**Behrakis Student Center Building - approximately 228 parking spaces**



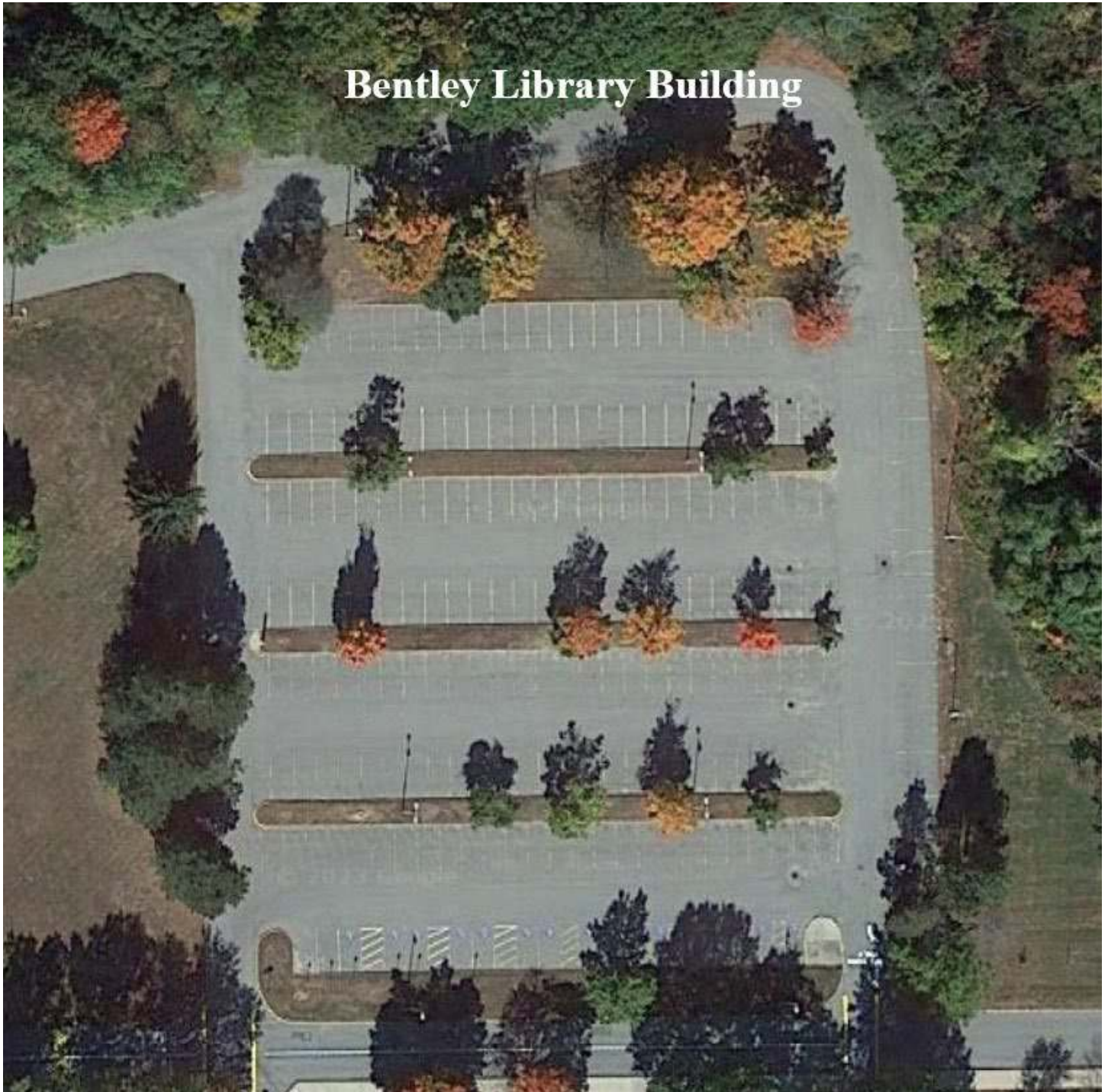


[Type here]

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**Bentley Library Building - approximately 225 parking spaces**





[Type here]

[Type here]

[Type here]

**Spurk Building - approximately 1,047 parking spaces**





[Type here]

[Type here]

[Type here]

**Sports and Fitness Center Building - approximately 17 parking spaces**



**Haverhill Campus**  
100 Elliott Street

- A Bentley Library**
- B General Services Center**
- C Spurk Building**
- D Sport & Fitness Center**
- E Science Building**
- G Maintenance Building**
- SC Behrakis Student Center**
- TC Hartleb Technology Center**




- ★ Student Success Hub
- Bookstore
- ◆ Student Photo IDs

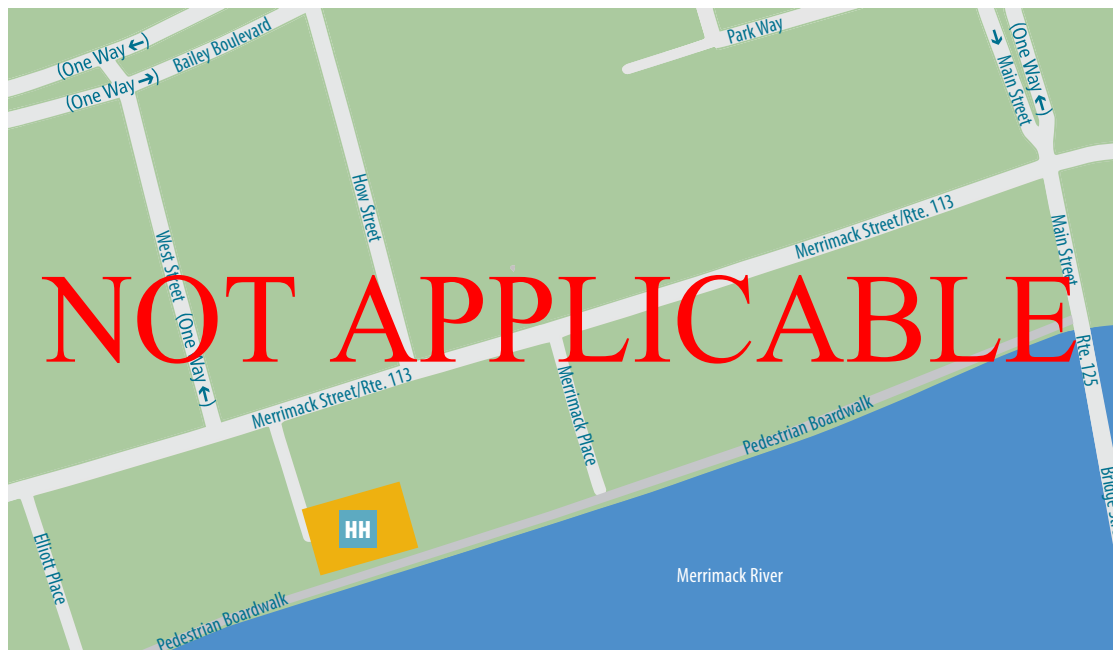
**NOT APPLICABLE**

**Haverhill Heights**  
160 Merrimack Street  
Haverhill, MA  
Parking is available on the street  
or in a nearby city lot.



**Parking**

- VP Visitor Parking**  
Parking for visitors, students,  
and employees without permits.
- PP Permit Parking**
-  **Intercampus Shuttle Bus**
-  **MVRTA Bus**  
Students will need to show their  
NECC student ID to ride both  
the shuttle and MVRTA busses.
-  **Accessible Parking**



For additional information and directions,  
visit [www.necc.mass.edu/directions](http://www.necc.mass.edu/directions)

For the NECC Parking Policy, visit  
[www.necc.mass.edu/parking](http://www.necc.mass.edu/parking)

## Lawrence Campus

**L** **John R. Dimitry Building**  
45 Franklin Street  
■ Textbook Pickup Location  
● Library

**LA** **Louise Haffner Fournier Education Center**  
78 Amesbury Street

**LC** **Dr. Ibrahim El-Hefni Allied Health & Technology Center**  
414 Common Street  
◆ Student Photo IDs  
★ Student Success Hub

**LH** **420 Common Street**


### Parking

**A&C** **Permit/Visitor Parking**

**B&E** **Permit/Validated Parking**  
Validation with a current NECC parking permit is available M-F at buildings L, LA, LC, and LH when all other permit lots are full.

**D** **Permit Parking**

 **Intercampus Shuttle Bus**

 **MVRTA Bus**  
Students will need to show their NECC student ID to ride both the shuttle and MVRTA busses.

 **Accessible Parking**

 **Accessible Access to Lots and Sidewalks**



For additional information and directions, visit [www.necc.mass.edu/directions](http://www.necc.mass.edu/directions)

For the NECC Parking Policy, visit [www.necc.mass.edu/parking](http://www.necc.mass.edu/parking)