



Request for Proposals for Snow Plowing Services RFP No. 2020-GA-05

**Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581-3340
<http://www.masstech.org>**

Procurement Team Leader: Mauricio Ramirez

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| RFP Issued: | August 17, 2020 |
| Site Visits: | August 18-September 1, 2020 |
| Questions Due: | September 4, 2020 by 3:00pm |
| Answers to Questions Posted: | September 8, 2020 by 5:00pm |
| Responses Due: | September 14, 2020 by 3:00pm |

1. INTRODUCTION

Massachusetts Technology Collaborative (“Mass Tech Collaborative”) is issuing this Request for Proposals for **Snow Plowing** (RFP No. 2020-GA-05) (the “RFP” or “RFP”) to solicit responses (“Applications” or “Proposals”) from qualified contractors (“Applicants”) with experience in **Snow Plowing and Snow Removal Services**. Applicants will be competing against each other for selection to provide the services set forth herein (the “Services”). The submissions of all Applicants shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Applicant may be selected.

Mass Tech Collaborative will enter into a *Facilities Services Agreement and Statement of Work* with selected Applicants containing certain standard provisions (the “Agreement”), located [HERE](#).

2. SERVICES REQUIRED

2.1 The Campus

Mass Tech owns and operates a 10-building, 36-acre site located at 75 North Drive in Westborough, Massachusetts (the “Campus”). The Campus supports Mass Tech’s programmatic activities. Mass Tech actively utilizes two of the ten buildings on the Campus: (1) the Karl Weiss Education and Conference Center is used for offices for Mass Tech’s staff and collaborative meeting space accessed by the public; and (2) the Innovation Center also houses much of Mass staff. Other buildings include the George Kariotis Center which is temporarily not occupied, a 72,000 square foot fabrication facility, currently leased by Kopin Corporation, and six other unoccupied buildings dating from the late nineteenth century. The Massachusetts Division of Fisheries & Wildlife field headquarters property is located adjacent to the Campus (“F&W”), next to Kopin Corporation, and is part of this request for services.

2.2 Background on Current Request for Proposals

Mass Tech is issuing this Request for Proposals for Snow Removal Services for the Campus and F&W beginning in the Fall of 2020 and throughout the winter seasons of 2020/2021 and 2021/2022. The selected contractor shall provide snow clearing, plowing, salting, de-icing and shoveling services on the Campus and F&W. This Award will be honored for two years and Mass Tech may exercise the option to contract with the Awardee for an additional third winter season of 2022/2023 depending on performance. The selected contractor will enter into an agreement with MassTech for the services in all areas with the exception of the Kopin area which will be contracted for between selected contractor and Kopin directly at the rates agreed upon as part of this RFP.

2.3 Scope of Services

Below is an outline of the services required under this RFP (see [Attachment C](#) for a Site Map of the Mass Tech Westborough Campus):

The selected contractor (“Contractor”) shall clear, plow, salt, sand, and de-ice the Campus and F&W and perform such additional services as set forth below, to the standard of performance, subject to the timing and other conditions set forth below, TO THE SATISFACTION OF MASSTECH, and to furnish all equipment and qualified operators as necessary or advisable therefore.

- a. **Standard of Performance:** It is Mass Tech’s expectation that the services shall be performed by Contractor so as to maintain, to the extent practicable, a safe and accessible campus for Mass Tech and F&W and their employees, guests, visitors, invitees, contractors and tenants, allowing a safe means of

ingress thereto, egress therefrom and movement thereon. Such standard shall be satisfied from the hours of 5:00 a.m. to 1:00 a.m. seven days per week.

- b. **Timing:** Contractor shall begin providing its services whenever either weather conditions or forecasts (including ice or snow) or commuting patterns on the Campus, or a combination thereof, reasonably require that performance be initiated to satisfy the above-stated Standard of Performance. In addition, for weather conditions involving either snow with an accumulation of one inch or less or ice, Contractor shall begin salting operations of the roadway immediately. Further, for weather conditions involving snow with an accumulation of at least two inches, Contractor shall begin snow removal and clearing operations immediately.
- c. **Other:**
- The Contractor shall use magic salt for all de-icing of the roadways and parking lots on the Campus and F&W.
 - Contractor shall follow Mass Tech's instructions regarding its provision of Services hereunder.
 - Contractor shall install "snow stakes" by November 15th of each year for the purpose of marking curbs, walkways, fire hydrants, etc. Contractor shall remove these stakes by May 1st of each year.
 - Contractor shall provide a 24-hour answering service and cell phone number(s) to allow for emergency contact from Mass Tech or its security firm.
 - Contractor shall have a snowplow on site and continuously working during any given snowstorm of more than 2 inches for the purpose of keeping North Drive, North Drive Extension, and all other roadways on the Campus and F&W clear of snow. The snowplow will stay on site until the snowstorm has stopped and all roads and parking lots are safe and clear for driving.
 - Contractor shall make sure a pathway has been cleared to the main entrance of all buildings on the Campus (including the Auditorium) and F&W, and to the front, rear and side entrances of the Kariotis, Weiss and Innovation buildings by 7:30 a.m. Monday through Friday and during all times that Mass Tech offices are open for business. The pathways will be kept as clear as possible during a storm, with a complete clearing of the pathways from edge to edge after each storm has stopped. Contractor shall also clear all rear, side and stairwell entrances to the Kariotis, Weiss and Innovation buildings on the Campus after each storm has stopped.
 - Contractor will work with the Facilities department of the Kopin Corporation and Fish & Wildlife to determine the exact snow clearing schedule for their buildings.
 - Contractor shall clear snow creating clear and easy access to the mailboxes in front of the Innovation and Weiss buildings, clear snow from the stairs to the mechanical room at the rear of the Weiss building, and clear snow away from all fire hydrants on the Campus. Contractor will also clear snow away from the steps leading to and the concrete pad in front of the generator which is located at the right side of the Innovation building.
 - Contractor shall also monitor the height of the snow banks at the end of North Drive and North Drive Extension, and shall routinely remove snow as necessary to enable good visibility for vehicles pulling out.

d. **Additional Services**

Contractor shall respond to Mass Tech's telephone request for additional trips to clear walkways, salt roadways, walks and parking lots within one (1) hour of receipt thereof and shall follow Mass Tech's directions regarding areas of priority. The additional cost of such services, if any, will only be paid if the response time is as specified above. Contractor will make reasonable effort to furnish any other additional services of a like kind and nature in addition to those provided herein upon request in writing made by Mass Tech. Such requests shall be submitted to Contractor at least forty eight (48) hours in advance of the time

when such additional services are desired. The cost of such additional services shall be agreed upon between the parties prior to the provision thereof by Contractor.

2.4 Pricing:

Bid pricing proposals must be submitted on the form provided (**Attachment D**) in this RFP and broken down by the specified areas of the Campus and F&W. The fee structure should be based upon the following increments of snow fall:

- i. Contractor shall give a fixed price for snow removal up to 48 inches.
- ii. Contractor shall give a fixed price for snow removal from 48 inches to 60 inches.
- iii. Contractor shall give a fixed price for snow removal over 60 inches.
- iv. Contractor shall give an hourly fixed price for extra equipment costs, (include different equipment types) and labor for extra snow removal services.

Aggregate Snowfall Measurement: For the purposes of the pricing structure set forth above, the aggregate snowfall accumulation shall equal the cumulative total snowfall measurement on the records of the Town of Westborough, Department of Public Works.

3 EVALUATION PROCESS AND CRITERIA

3.1 Process

Mass Tech Collaborative shall evaluate each Application that is properly submitted. As part of the selection process, Mass Tech Collaborative may invite finalists to answer questions regarding their Application in person or in writing. In its sole discretion, Mass Tech Collaborative may also choose to enter into a negotiation period with one or more finalist Applicant(s) and then ask the Applicant(s) to submit a best and final offer.

3.2 Criteria

Mass Tech's evaluation committee shall evaluate each Response that is properly submitted. After submission and review of Responses, interviews may be requested. Selection of a Respondent to provide the snow removal services will be based on the following criteria:

- Respondent's capabilities, including:
 - The ability to respond to and meet the guidelines and conditions set forth in this RFP;
 - Demonstrated capacity, equipment and organizational structure to perform the type of services sought; and
 - Adequacy of Respondent's financial resources to support the successful performance of the services sought.
- Qualifications and experience of Respondent and key personnel including operational and practical experience;
- Demonstrated knowledge of the subject area;
- Experience in providing similar services to other clients;
- Record of performance with other clients;
- Reasonableness of budget; and

- Ability to comply with the requirements of federal and state law relative to Equal Employment Opportunity.
- Lack of debarment status by either the state or federal government is also required.

The goal of this RFP is to select and enter into an Agreement with the Applicant that will provide the best value for the Services to achieve MassTech Collaborative's goals. Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the "best value".

4 APPLICATION PROCESS

4.1 Application and Submission Instructions

- a. Applicants are cautioned to read this RFP carefully and to conform to its requirements. Failure to comply with the requirements of this RFP may serve as grounds for rejection of an Application. Mass Tech Collaborative will enter into a Facilities Services Agreement and Statement of Work with the selected Applicant containing certain standard provisions (the "Agreement"), located [HERE](#).
- b. Mass Tech Collaborative reserves the right to amend the Agreement at any time prior to execution. Applicants should review the Agreement as they are required to specify any exceptions to the Agreement and to make any suggested counterproposal in their Application. A failure to specify exceptions and/or counterproposals will be deemed an acceptance of the Agreement's general terms and conditions, and no subsequent negotiation of such provisions shall be permitted.
- c. **Site visits** will be allowed from **August 8, 2020** through **September 1, 2020**. All potential Applicants interested in participating in site visits must contact Mass Tech Collaborative in order to request a site visit day and time. To schedule a visit, please email Mauricio Ramirez at ramirez@masstech.org. Mass Tech Collaborative will post summary responses to procedural questions and issues addressed at visits, if any, on the Mass Tech Collaborative and the CommBuys websites.
- d. Applications must be delivered by 3:00PM on the date set forth in Section 4.2, as follows:

All Applications must be submitted **ELECTRONICALLY** to proposals@masstech.org (please include the RFP number in the subject heading). **Please DO NOT submit hardcopies.**

- e. Required Submissions- All Applications must include the items listed below:
 - Application Cover Sheet (**Attachment A**)
 - Application, which shall include:
 - A description of the firm responding to the RFP (including descriptions of proposed subcontractors, if any) and the firm's qualifications to perform the Services. Respondent shall also include a listing of the type and quantity of snow plowing, sanding and snow clearing equipment that it owns or has full access to for the provision of the Services.

- The proposed approach to providing the Services. Additionally, Applicants are invited to propose alternative(s) which provide substantially better or more cost-effective performance than achievable under the stated RFP scope of services.
 - Proposal should include information that addresses the considerations included under the evaluation criteria in section 3.2
 - Proposed work plan and schedule
 - The point of contact person to be assigned to work with Mass Tech,
 - In **Attachment D** provide the total fixed fee costs for each designated areas based upon snowfall accumulation for the Services which may be based on projected hours, proposed hourly rates, and any other appropriate costs.
 - List additional fees for additional services not included in the scope of services, overhead charges, or reimbursable expenses, if any. As a general policy, the Mass Tech Collaborative does not pay mark-ups on reimbursable or out-of-pocket expenses. .
 - Three references for work previously performed by the Applicant that is substantially similar to the Services. References should include a contact person, address and phone number.
- Authorized Application Signature and Acceptance Form (**Attachment B**). **By executing the Authorized Applicant's Signature and Acceptance Form and submitting a response to this RFP, Applicants certify that they (1) are in compliance with the terms, conditions and specifications contained in this RFP, (2) acknowledge and understand the procedures for handling materials submitted to the Mass Tech Collaborative as set forth in subsection d. below, (3) agree to be bound by those procedures, and (4) agree that Mass Tech Collaborative shall not be liable under any circumstances for the disclosure of any materials submitted to the Mass Tech Collaborative pursuant to this RFP or upon the Applicant's selection.**
 - Exceptions to the *Facilities Services Agreement and Statement of Work*, located [HERE](#), if any.
- f. Any and all responses, Applications, data, materials, information and documentation submitted to Mass Tech Collaborative in response to this RFP shall become Mass Tech Collaborative's property and shall be subject to public disclosure. As a public entity, the Mass Tech Collaborative is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66). There are very limited and narrow exceptions to disclosure under the Public Records Law. If an Applicant wishes to have the Mass Tech Collaborative treat certain information or documentation as confidential, the Applicant must submit a written request to the Mass Tech Collaborative's General Counsel's office no later than 5:00 p.m. fourteen (14) business days prior to the required date of Application submission set forth in Section 4.2 below. The request must precisely identify the information and/or documentation that is the subject of the request and provide a detailed explanation supporting the application of the statutory exemption(s) from the public records cited by the Applicant. The General Counsel will issue a written determination within ten (10) business days of receipt of the written request. If the General Counsel approves the request, the Applicant shall clearly label the relevant information and/or documentation as "**CONFIDENTIAL**" in the Application and **shall only include the confidential material in the hard copy of the Application**. Any statements in an Application reserving any confidentiality or privacy rights that is inconsistent with these requirements and procedures will be disregarded.

4.2 Application Timeframe

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Applicants are encouraged to check Mass Tech Collaborative's website frequently for updates to the schedule.

| Task | Date: |
|------------------------------------|--|
| RFP Released | August 17, 2020 |
| Site Visits | August 8 – September 1, 2020 by contacting ramirez@masstech.org |
| Questions Due | September 4, 2020 @ 3 PM EST |
| Question and Answer File Posted | September 8, 2020 @ 5 PM EST |
| Applications Due (electronic only) | September 14, 2020 @ 3 PM EST |

4.3 Questions

Questions regarding this RFP must be submitted by email to proposals@masstech.org with the following Subject Line: "Questions – RFP No. 2020-GA-05". All questions must be received by 3:00 p.m. EST on September 4, 2020. Responses to all questions received will be posted on or before 5:00 p.m. on September 8, 2020 to Mass Tech Collaborative and Comm-Buys website(s).

5.0 GENERAL CONDITIONS

5.1 General Information

- a) If an Application fails to meet any material terms, conditions, requirements or procedures, it may be deemed unresponsive and disqualified. The Mass Tech Collaborative reserves the right to waive omissions or irregularities that it determines to be not material.
- b) This RFP, as may be amended from time to time by Mass Tech Collaborative, does not commit Mass Tech Collaborative to select any firm(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. Mass Tech Collaborative reserves the right, in its sole discretion, to withdraw the RFP, to engage in preliminary discussions with prospective Applicants, to accept or reject any or all Applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Applicants, and to request modifications to Applications in accordance with negotiations, all to the same extent as if this were a Request for Information.
- c) On matters related solely to this RFP that arise prior to an award decision by the Mass Tech Collaborative, Applicants shall limit communications with the Mass Tech Collaborative to the Procurement Team Leader and such other individuals as the Mass Tech Collaborative may designate from time to time. No other Mass Tech Collaborative employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Applicants may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete.
- d) The Mass Tech Collaborative may provide reasonable accommodations, including the provision of materials in an alternative format, for Applicants with disabilities or other hardships. Applicants requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Mass Tech Collaborative reserves the right to

grant or reject any request for accommodations.

- e) Applicant's Application shall be treated by the Mass Tech Collaborative as an accurate statement of Applicant's capabilities and experience. Should any statement asserted by Applicant prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for Mass Tech Collaborative in its sole discretion to reject the Application and/or terminate of any resulting Agreement.
- f) Costs that are not specifically identified in the Applicant's response and/or not specifically accepted by Mass Tech Collaborative as part of the Agreement will not be compensated under any contract awarded pursuant to this RFP.
- g) Mass Tech Collaborative's prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFP. The selected Applicant will take all appropriate steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The selected Applicant is responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Applicant.
- h) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.

5.2 Posting of Modifications/Addenda to RFP

This RFP has been distributed electronically using the Mass Tech Collaborative and COMMBUYS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Applicant to check the Mass Tech Collaborative, MBI and COMMBUYS websites for any addenda or modifications to the RFP. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Applicants who submit a response based on an out-of-date RFP.

Attachment A
Application Cover Sheet

| | | | |
|---|-----------|--|----------|
| Name of Respondent | | | |
| Mailing Address | City/Town | State | Zip Code |
| Telephone | Fax | Web Address | |
| Primary Contact for Clarification | | Primary Contact E-mail Address | |
| Authorized Signatory | | Authorized Signatory E-mail Address | |
| Legal Status/Jurisdiction (e.g., a Massachusetts Corporation, LLC, LLP, etc.) | | Respondents DUNS No. | |
| Please indicate if you are a minority, women and/or veteran business? | | Are you certified by the MA Supplier Diversity Office? | |

Attachment B
Massachusetts Technology Collaborative
Authorized Applicant's Signature and Acceptance Form

The undersigned is a duly authorized representative of the Applicant listed below. The Applicant has read and understands the RFP requirements. The Applicant acknowledges that all of the terms and conditions of the RFP are mandatory, and that Applicant's response is compliant with such requirements. The Applicant specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Section 4.1 (f) of the RFP, and specifically agrees that it shall be bound by those procedures.

The Applicant understands that, if selected by the Mass Tech Collaborative, the Applicant and the Mass Tech Collaborative will execute an Agreement specifying the mutual requirements of participation. The undersigned has either (*please check one*):

- specified exceptions and counter-proposals to the terms and conditions of the Agreement; or
- agrees to the terms and conditions set forth therein;

The undersigned acknowledges and agrees that the failure to submit exceptions and counter-proposals with this response shall be deemed a waiver, and the Agreement shall not be subject to further negotiation.

Applicant agrees that the entire bid response will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative.

I certify that Applicant is in compliance with all corporate filing requirements and State tax laws.

I further certify that the statements made in this response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Applicant: _____
(Printed Name of Applicant)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

**Attachment D
Bid Form**

I. BUDGET INFORMATION FOR SNOW PLOWING UP TO 48 INCHES

PROPOSED COST

| | |
|---|--|
| Common Areas Price | |
| MassTech Areas Price | |
| Kopin Areas Price | |
| Fish and Wildlife Price | |
| Total Fixed Fee Bid for Up to 48 inches | |

II. ADDITIONAL COST FOR SNOW PLOWING FROM 48 TO 60 INCHES

PROPOSED COST

| | |
|--|--|
| Common Areas Price | |
| MassTech Areas Price | |
| Kopin Areas Price | |
| Fish and Wildlife Price | |
| Total Incremental Fixed Fee Bid for 48-60 inches | |

III. ADDITIONAL COST FOR SNOW PLOWING ABOVE 60 INCHES

PROPOSED COST

| | |
|---|--|
| Common Areas Price | |
| MassTech Areas Price | |
| Kopin Areas Price | |
| Fish and Wildlife Price | |
| Total Incremental Fixed Fee Bid for amount over 60 inches | |

IV. LIST EQUIPMENT AND COST PER HOUR FOR EXTRA SNOW REMOVAL SERVICES

| Type of Equipment | Cost Per Hour (including operator) |
|--------------------------------------|------------------------------------|
| | |
| | |
| | |
| | |
| Cost Per Man Hour For Extra Services | Cost per Hour |
| | |
| | |

II. LIST OF COMPANY VEHICLES USED FOR SNOW PLOWING SERVICES

Make: _____ *Model:* _____ *Year:* _____
Make: _____ *Model:* _____ *Year:* _____
Make: _____ *Model:* _____ *Year:* _____