

Request for Proposals for Ecologically Sensitive Land Care Services

RFP No. 2023-GA-02

Massachusetts Technology Collaborative 75 North Drive Westborough, MA 01581-3340

http://www.masstech.org

Procurement Team Leader: Mauricio Ramirez

RFP Issued: December 20, 2022

Site Visits by Appointment: January 4-13, 2023

Questions Due: January 20, 2023

Answers to Questions Posted: January 26, 2023

Responses Due: February 7, 2023

1. INTRODUCTION

1.1 Overview

Massachusetts Technology Collaborative ("Mass Tech Collaborative" or "MassTech") is issuing this Request for Proposals for **Ecologically Sensitive Land Care** (RFP No.2023-GA-02) (the "RFP" or "RFP") to solicit responses from qualified contractors ("Respondents") with experience in **Organic and Ecologically Sensitive Land Care**. Respondents will be competing against each other for selection to provide the services set forth herein (the "Services"). The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Respondent may be selected.

Mass Tech Collaborative will enter into a **Facilities Services Agreement and Statement of Work** with selected Respondents containing certain standard provisions (the "Agreement"), located <u>HERE</u>.

1.2 Mass Tech Collaborative

Mass Tech Collaborative is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. Mass Tech Collaborative brings together leaders from industry, academia, and government to advance technology-focused solutions that lead to economic growth, job creation, and public benefits in Massachusetts. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

2. SERVICES REQUIRED

2.1 Overview

MassTech is seeking professional land care services for its campus, a 36 acre parcel of land in Westborough, Massachusetts (the "Campus") (Please see Attachment D – Map of MassTech Campus). The annual landscaping season typically runs from April 1 to November 30. The selected contractor will provide services commencing on or about April 1, 2023. Respondents will provide bids for the 2023, 2024 and 2025 seasons. Renewal of the contract for the 2024 and 2025 seasons will be dependent on MassTech's satisfaction with the services provided during the prior season. The successful contractor will be required to provide all materials and equipment, and perform the services as provided in Section 2.2 of this RFP.

2.2 Scope of Services

2.2.1 Spring Land Care Activities

Organic Land Care Reference and Standards

The Contractor is required to comply with applicable requirements of *Standards for Organic Land Care – Practices for Design and Maintenance of Ecological Landscapes*, Sixth Edition, January 2017 published by the Northeast Organic Farming Association ("NOFA"), as may be updated or revised from time to time by NOFA. The Sixth Edition of the NOFA standards can be viewed and downloaded on the NOFA website at http://www.organiclandcare.net/accreditation/standards. Where the NOFA standards conflict with other specified requirements in this RFP, the most restrictive requirements shall govern unless otherwise approved by MassTech. Exceptions to the NOFA standards shall be granted on a case-by-case basis at MassTech's sole discretion where a valid ecologically-based alternative solution is proposed or in the case of an "emergency non-organic rescue treatment", as defined by the NOFA standards, is necessary.

Integrated Pest Management

Integrated Pest Management ("IPM") shall be the standard operating procedure for the landscape maintenance program at MassTech. This strategy includes implementing the Key Pest – Key Plant concept: most plants have only one or two pests that attack them, and the pests emerge based on accumulated Growing Degree Days. Monitoring pest emergence and threshold populations is a decision-making tool for the landscape manager. Once an infestation is discovered, IPM principles suggest using biorational treatments as a first response (e.g., horticultural oil for Hemlock Woolly Adelgid, or B.T., *Bacillus thuringiensis*, for early stage lepidopteron pests, such as Cankerworms, Eastern Tent Caterpillars, and Forest Tent Caterpillars).

The Contractor is required to provide regular monitoring for possible pest emergence, and notify MassTech of any observed infestations. For any observed infestations, the Contractor shall provide MassTech with a proposal for IPM-based treatment options, subject to additional cost as mutually agreed by MassTech and Contractor.

Spring Cleanup

During the spring cleanup, any remaining leaf litter, branches, similar organic debris from the prior season shall be removed from plants beds, and hardened surfaces (walks, parking lots, building foundations) and moved to the on- site compost area.

All non-organic litter which has blown in or been errantly deposited on the turf, planting bed areas, parking lots and other areas surrounding MassTech buildings shall be removed to a MassTech-designated waste disposal dumpster.

Pruning procedures and timing shall always be reviewed with MassTech staff before proceeding. Shrubs shall be pruned to preserve and/or to promote the natural character of the specified plant.

Pruning shall be done with clean, sharp tools. Cuts shall be made flush, leaving no stubs. No tree paint shall be used. Dead wood, suckers and broken and badly bruised branches shall be removed.

All winter damage in ornamental shrubs and small trees shall be pruned. In small trees, deadwood and winter damage, from ground up to 10 feet, shall be pruned. The under-story of any small trees overhanging walkways shall be pruned to allow for a 10' clear passage underneath over-hanging branches.

All plant beds shall be edged and weeded. Edging debris shall be removed to the on-site compost area, designated by MassTech.

Spring - Application of Soil Amendments

Each year, at no additional cost, a soil test will be performed by the participant to determine if any alterations will be needed to the current program. After receiving the results from the soil test, and requested by MassTech all actively managed turf and plant beds shall receive an application in early-to-mid-April of the following soil amendments: 1 parts Organic Fertilizer at a rate of 1 pound per 1,000 square feet, and 1 parts Humic at a rate of 5 pound per 1,000 square feet and in late June to mid July 1 parts Organic Fertilizer at a rate of 1 pound per 1,000 square feet and 1 part Charge S3 at a rate of 15 pound per 1,000 square feet, upon approval by Mass Tech Collaborative. Based on the results of the soil test, MassTech has the option to approach soil amendments organically or chemically.

Mulching

Mulch shall be applied to all existing plant beds and mulched areas, as follows:

Plant Style	Application Style Mulch Depth		
Tree	Saucer	3 inches	
Shrub	Saucer or Bed	3 inches	
Ground Cover	Bed	1 ½ to 2 inches	

Mulch should not be mounded against the stems or root flares of trees. All existing mulch covering any of the stems or root flares of trees is to be removed.

Total quantity of mulch to be applied to existing beds should be 35 cubic yards unless otherwise approved by MassTech.

Mulch shall be a 100% fine shredded pine bark, of uniform size and free from rot, leaves, twigs, debris, stones, or any material harmful to plant growth. Bark shall have been shredded and stockpiled no less than two months and no more than two years before use.

Alternative to bark mulch is compost-based mulch, which will be accepted only if appearance and content is approved by MassTech. MassTech may ask Contractor, <u>at its sole expense</u>, to provide test results to ensure mulch is free of noxious chemicals, inorganic/non-organic materials, and other additives and has a certain organic content and composition

The contractor for the 2023 season will be required to remove all existing mulch before putting down new mulch. This requirement is only for the 2023 season.

Spring - Deadwood Removal

Springtime tree care activities include the deadwood removal from trees in actively managed Zone 1 and Zone 2 turf areas. These trees include, but are not limited to:

- The trees that line North Drive;
- The large oak tree adjacent to the Kariotis Center parking lot;
- The beech tree adjacent to the Auditorium;
- The blue spruce trees in front of the Innovation Center; and
- The various ornamental fruit trees on campus.

The price for Deadwood removal shall include 8 man hours and a bucket truck for trimming trees on the MassTech property.

2.2.2 On-Going Land Care Activities

Ongoing Maintenance

On an ongoing/bi-weekly basis, the Contractor shall:

- Remove non-organic litter and waste to a MassTech-designated waste disposal dumpster.
- Edge and weed planting beds/ walkways throughout the maintenance season, and remove organic waste to the on-site compost area.
- Provide regular monitoring for possible pest emergence, and notify MassTech of any observed infestations.

General Turf Care - Mowing

General rules for care of MassTech turf area include:

- Grass clippings shall remain in place on mowed turf.
- No more than 1/3 of the total grass height shall be removed at a single mowing.
- Equipment used for mowing turf shall be low emission 4-stroke gasoline machines with catalytic exhaust systems or equivalent, with mulching blades if possible.
- Mowing blades shall be maintained in a sharpened condition; MassTech reserves the right to inspect machinery to comply with these rules.

MassTech turf areas are split into two zones. **Zone 1** is the more highly maintained turf area. Zone 1 areas shall be mowed approximately every 10-13 days (depending on the time of the season) to a height of 3"- 3-1/2". Zone 1 area shall be cut 18 times per mowing season unless otherwise approved by MassTech.

Zone 2 is the lesser maintained turf area. Zone 2 areas shall be mowed approximately every 14-21 days; the mowing height for these areas shall be at least 4 inches. Zone 2 areas shall be cut 8 times per mowing season unless otherwise approved by MassTech.

General Turf Care - Aeration

MassTech may decide to perform core aeration to turf areas in portions of Zone 1 and Zone 2. The process shall consist of a mechanical core aeration performed in the late summer – early fall timeframe, with approval from MassTech. MassTech and Contractor will meet annually on site to review MassTech's aeration requirements and charges for aeration services shall be based on Contractor's Unit Pricing. Contractor will provide a fixed fee price for aeration of turf areas in Zone 1 and Zone 2. If mutually agreed upon scope and price of aeration services is less than the fixed price amount, MassTech will receive a credit for the difference.

2.2.3 Fall Land Care Activities

Cleanup

In advance of the winter season, the Contractor shall:

- To the extent practical, mulch in place, with lawnmowers equipped with mulching blades, fallen leaves on turf areas.
- Autumn leaf litter on turf areas shall be monitored and, when necessary, excessive leaf litter shall be removed with other organic debris to the on-site compost area.
- For non-turf areas (such as parking lots, planting beds, roadways and walkways) leaves and other organic debris shall be removed to the on-site compost area.
- Fall cleanup will involve multiple trips to the campus to complete.

Fall Application of Soil Amendments

Unless deemed unnecessary by grounds testing, some or all of the turf areas in Zones 1 and 2 and plant beds may receive a fall application of the following soil amendments. 1 parts Organic Fertilizer at a rate of 1 pound per 1,000 square feet, and 1 part Lime at a rate of 10 pounds per 1,000 square feet. The soil amendments, whether organic or chemical shall include aeration and over-seeding and only be applied after reviewing the tuft areas with the facilities manager or his representative.

2.2.4 Tree Care Activities

Periodically, MassTech may require arborist services for trees damaged through natural events, such as windstorms. MassTech shall notify the contractor of the need for services as circumstances warrant (typically following a storm event). In the proposal, Respondents shall include the name of a Certified Arborist, either on staff or as a sub-contractor, responsible for any tree trimming or tree removal. Respondents should also include the hourly wage rate for the Arborist to be charged for tree maintenance work (please see Attachment C – Budget).

3 APPLICATION PROCESS

3.1 Application and Submission Instructions

Respondents 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.

- a. All Applications must be submitted electronically only, in Microsoft Word format.
- b. 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.
 - The proposed approach to providing the Services. Additionally, Respondents are invited to propose alternative(s) which provide substantially better or more cost-effective performance than achievable under the stated RFP scope of services.
 - Provide the total not-to-exceed costs for providing the Services based on projected hours, proposed hourly rates, as well as any other appropriate costs, such as fuel costs, in the Budget Template (Attachment C). List additional fees, overhead charges, or reimbursable expenses, if any. As a general policy, the Mass Tech Collaborative does not pay mark-ups on reimbursables or out-of-pocket expenses. For travel costs, the Mass Tech Collaborative pays the IRS rate per mile.
 - Three references for work previously performed by the Respondent that is substantially similar to the Services. References should include a contact person, address and phone number.
 - Authorized Application Signature and Acceptance Form (<u>Attachment</u> B). By executing the Authorized Respondent's Signature and Acceptance Form and submitting a response to this RFP, Respondents 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 the 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 Respondent's selection.
 - Exceptions to the Facilities Services Agreement and Statement of Work, located at HERE, if any.

c. Applications must be delivered as follows:

An electronic version submitted to-

proposals@masstech.org (please include the RFP number in the subject heading).

d. 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 a Respondent wishes to have the Mass Tech Collaborative treat certain information or documentation as confidential, the Respondent 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 Respondent. 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 Respondent 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.

3.2 Application Timeframe

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

Task	Date:
RFP Released	December 20, 2022
Site visit by appointment	January 4-13, 2023
Questions Due	January 20, 2023 @ 5 PM EST
Question and Answer File Posted	January 26, 2023 @ 5 PM EST
Applications Due	February 7, 2023 @ 3 PM EST
Target Date for Notification of Award	March 10, 2023

3.3 Questions

Questions regarding this RFP must be submitted by electronic mail to proposals@masstech.org with the following Subject Line: "Questions – RFP No. 2023-GA-02"). All questions must be received by 5:00 p.m. EST on January 20, 2023. Responses to all questions received will be posted on or before 5:00 p.m. on January 26, 2023 to Mass Tech Collaborative and Comm-Buys website(s).

3.4 Site Visits

Site visits are recommended from January 4 through January 13, 2023. All potential Applicants interested in participating in site visits must contact Mass Tech Collaborative in advance to request a site visit day and time. To schedule a visit, please email Mauricio Ramirez at proposals@masstech.org.

4 EVALUATION PROCESS AND CRITERIA

4.1 Process

The 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 Respondent(s) and then ask the Respondent(s) to submit a best and final offer.

4.2 Criteria

Selection of a Respondent to provide the services sought herein may be based on criteria that include but are not limited to:

Selection of an Applicant to provide the services sought herein may be based on criteria that include but are not limited to:

- The ability to respond to and meet the guidelines and conditions set forth in this RFP:
- Demonstrated capacity, facilities and organizational structure to perform the type of services sought;
- Qualifications and experience of Respondent and key personnel;
- Demonstrated knowledge of the subject area;
- Experience in providing similar services to other clients;
- · Record of performance with other clients; and
- Reasonableness of budget and rate structure.

Lack of debarment status by either the state or federal government is also required.

The order of these factors does not generally denote relative importance. The goal of this RFP is to select and enter into an Agreement with the Respondent 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".

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 Respondents, to accept or reject any or all Applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Respondents, and to request modifications to Applications in accordance with negotiations.
- c) On matters related solely to this RFP that arise prior to an award decision by the Mass Tech Collaborative, Respondents 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. Respondents 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 Respondents with disabilities or other hardships. Respondents 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) Respondent's Application shall be treated by the Mass Tech Collaborative as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent 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 Respondent'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.
- 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 Respondent 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 Respondent 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 Respondent.
- h) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- i) Mass Tech Collaborative reserves the right to amend the Agreement at any time prior to execution. Respondents 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.

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 Respondent to check the Mass Tech Collaborative and COMMBUYS websites for any addenda or modifications to the RFP. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFP.

Attachment A Application Cover Sheet

1				
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. and Tax ID Number (please provide a W-9 with your proposal submission)		

Attachment B <u>Massachusetts Technology Collaborative</u> <u>Authorized Respondent's Signature and Acceptance Form</u>

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent's response is compliant with such requirements.

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

The undersigned has either (please check one):
specified exceptions and counter-proposals to the terms and conditions of the Facilities Services 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.
Respondent agrees that the entire bid response will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative.
I certify that Respondent 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.
Respondent:
(Printed Name of Respondent)
By: (Signature of Authorized Representative)
(Signature of Authorized Representative)
Name:
Title:
Date:

Attachment C Budget Template

SEE EXCEL SPREADSHEET

Attachment D Site Map

SEE ATTACHED .PDF DOCUMENT