

## **Request for Proposals for Snow Plowing Services**

RFP No. 2023-GA-06

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

Procurement Team Leader: Mauricio Ramirez

RFP Issued: May 8, 2023
Site Visits: May 15-25, 2023
Questions Due: June 2, 2023

Answers to Questions Posted: June 9, 2023 Responses Due: June 20, 2023

#### 1. INTRODUCTION

#### 1.1 Overview

Massachusetts Technology Collaborative ("Mass Tech Collaborative" or "MassTech") is issuing this Request for Proposals for Snow Plowing (RFP No.2023-GA-06) (the "RFP" or "RFP") to solicit responses from qualified contractors ("Respondents") with experience in Snow Plowing and Snow Removal Services. 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 **HERE**.

#### 1.2 Mass Tech Collaborative

Mass Tech Collaborative is an independent public instrumentality of the Commonwealth of Massachusetts chartered 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 <a href="https://www.masstech.org">www.masstech.org</a>

#### 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 Procurements | MassTech"). The Campus supports Mass Tech's programmatic activities and its tenant, Kopin Corporation. Mass Tech actively utilizes three of the ten buildings on the Campus: (1) the George Kariotis Center, (2) Karl Weiss Education and Conference Center and (3) the Innovation Center also houses much of Mass staff. Other buildings on the Campus include the 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 ("F&W") field headquarters property is located adjacent to the Campus, next to Kopin Corporation, and is also part of this request for services.

#### 2.2 Background on the 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 2023 and throughout the winter seasons of 2023/2024 and 2024/2025. 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 selected Respondent for an additional third winter season of 2025/2026 depending on performance. The selected Respondent will enter into an agreement with MassTech for the services for all areas with the exception of the Kopin area and F&W area (as outlined in **Attachment D**), which will be handled through separate contracts between the selected contractor and Kopin Corporation and F&W 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 <u>Attachment D</u> for a Map of the Mass Tech Westborough Campus and F&W):

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 satisfaction of MassTech and other contracting parties receiving services, and to furnish all equipment and qualified operators as necessary or advisable.

- a. **Standard of Performance**: It is Mass Tech's expectation that the services shall be performed by Contractor to maintain, to the extent practicable, a safe and accessible campus for MassTech, Kopin, and F&W and their employees, guests, visitors, invitees, contractors and tenants. 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 road conditions 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 less than two inches or ice, Contractor shall begin salting operations of the roadway immediately. Further, for weather conditions involving snow with an accumulation of two inches or more, Contractor shall begin snow removal and clearing operations immediately.

#### c. Other:

- The Contractor shall use magic salt or an ecological equivalent for all de-icing of the roadways and parking lots on the Campus, including Kopin, and Fish and Wildlife.
- Participant shall only use sand in the parking lot located to the right of the Innovation building.
   MassTech is aware that using sand in the specified area will not produce the same results as the magic salt being used throughout the campus.
- Contractor shall install "snow stakes" by November 15<sup>th</sup> of each year for the purpose of marking curbs, walkways, catch basins, fire hydrants, etc. Contractor will be responsible for re-installing any snow stakes that have been damaged throughout the season. Contractor shall remove the snow stakes by May 1<sup>st</sup> 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, Sunset, Westview) 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 be responsible for treating all surfaces with deicer after clearing.
- 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 flag pole, dumpster, 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 around 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 as well as other intersections on the campus, and shall routinely remove snow as necessary to enable good visibility for vehicles pulling out.
- 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.

#### d. Inspection

Contractor will inspect property for pre-existing damage and submit a report detailing all pre-existing damage (with photo documentation) by commencement of contract award.

#### e. Damage

Facilities Manager and Contractor will conduct walkthroughs at the end of each winter. At that time an assessment of any damage done by the contractor over the winter will be identified. Contractor is required to make arrangements to repair any damage to property prior to May 15<sup>th</sup> of each year at no additional cost. If the damage requires a longer timeframe to repair, such timeframe will be discussed with and agreed to by MassTech.

#### f. Additional Services

Any additional services, in excess of the scope of the services specified above, shall be agreed upon between the parties prior to the provision thereof by Contractor. Such requests shall be submitted to Contractor at least forty eight (48) hours in advance of the time when such additional services are desired

#### 2.4 Pricing:

Bid pricing proposals <u>must</u> be submitted on the form provided in this RFP (<u>Attachment C</u>) 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 or related services that may be required in excess of the specified services in this RFP.

**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 review process, Mass Tech Collaborative may invite Respondents 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

After submission and review of Responses and any additional clarifying information requested and submitted, interviews may be scheduled. 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;
- Experience in providing similar services to other clients;
- Record of performance with other clients:
- Reasonableness of budget; and
- 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 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

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, in Microsoft Word format, and must include all Required Submissions, specified below),
- 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 edits in their Application. A failure to specify exceptions and/or suggested edits 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 May 15, 2023 through May 25, 2023. 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 <a href="maintex@masstech.org">ramirez@masstech.org</a>. Mass Tech Collaborative will post 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 <a href="mailto:proposals@masstech.org">proposals@masstech.org</a> (please include the RFP number in the subject heading). <a href="mailto:Please DO NOT submit hardcopies.">Please DO NOT submit hardcopies.</a>

- e. Required Submissions- All Applications must include the items listed below:
  - Application Cover Sheet (<u>Attachment A</u>)
  - Application, which shall include:
    - A description of the firm responding to the RFP (including number of employees and 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, 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.
    - The point of contact person to be assigned to work with Mass Tech.
    - o In Attachment C provide the total fixed fee costs for each designated areas based upon snowfall accumulation increments for the Services. Please provide an explanation of the basis of cost assumptions such as number of storms, cost per inch, cost per storm, amount of de-icing materials required and associated costs, number of de-icing applications, and any other assumptions being made to calculate the fixed fee proposed which shall be for informational purposes only.
    - List additional fees and hourly rates for any additional services not included in the scope of services.
    - 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 B</u>). 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 g. 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.
- f. Applications **must** be delivered as follows:

#### An electronic version submitted to-

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

g. 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. 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, Respondents are encouraged to check Mass Tech Collaborative's website frequently for updates to the schedule.

Task	Date:
RFP Released	May 8, 2023
Site Visits [OPTIONAL]	May 15-25, 2023
Questions Due	June 2, 2023 @ 5 PM EST
Question and Answer File Posted	June 9, 2023 @ 5 PM EST
Applications Due	June 20, 2023 @ 3 PM EST
Target Date for Notification of Award	August 1, 2023

#### 4.3 Questions

Questions regarding this RFP must be submitted by electronic mail to <a href="mailto:proposals@masstech.org">proposals@masstech.org</a> with the following Subject Line: "Questions – RFP No. 2023-GA-06"). All questions must be received by 5:00 p.m. EST on **June 2, 2023**. Responses to all questions received will be posted on or before 5:00 p.m. on **June 9, 2023** to Mass Tech Collaborative and COMMBUYS 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 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, 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, 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.
- 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 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.
- j) Respondent shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Respondents shall comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.

#### 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

Name of Respondent						
Mailing Address	City/Town		State	Zip Code		
Hailing Address	City/ Towii		State	Zip code		
Telephone	Fax		Web Address			
Primary Contact for Clarification		Primary Contact E-mail Address				
Timaly contact for clarification	Timul y C		somace E man madress			
Authorized Signatory		Authorized Signatory E-mail Address				
Legal Status/Jurisdiction (e.g., a Massachusetts		Respondents DUNS No.				
Legal Status/Jurisdiction (e.g., a Massachusetts Corporation, LLC, LLP, etc.)		Respondents Don's No.				
corporation, ELC, ELF, etc.)						

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

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): Specified exceptions and counter-proposals to the terms and conditions of the 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)

Name:

Date:

## Attachment C Budget Template

## SEE EXCEL SPREADSHEET

## Attachment D Campus Map

