REQUEST FOR PROPOSALS
FOR SNOW REMOVAL SERVICES

RFP No. 2017-GA-03

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

Procurement Team Leader:  Jay McGann
RFP Issued:  August 17, 2017
Site Visits:  August 17 to September 1, 2017
Questions Due:  September 5, 2017
Answers to Questions Due:  September 6, 2017
Responses Due:  September 12, 2017
REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES

1. Introduction

1.1 Massachusetts Technology Collaborative ("Mass Tech")
Mass Tech 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 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. Mass Tech energizes emerging markets in the high-tech sector by filling gaps in the marketplace, connecting key stakeholders, expanding broadband services, conducting critical economic analysis, and providing access to intellectual and financial capital. Mass Tech has three primary divisions: The Innovation Institute at the MassTech Collaborative, the Massachusetts Broadband Institute, and the Massachusetts e-Health Institute. For additional information about Mass Tech and its programs and initiatives, please visit our website at www.masstech.org.

1.2 The Campus
Mass Tech owns and operates a 10-building, 36-acre site located at 75 North Drive in Westborough, Massachusetts. The Campus generates revenue and supports Mass Tech's programmatic activities. Mass Tech actively utilizes three of the ten buildings on the Campus: (1) the George Kariotis Center serves as MTC's administrative headquarters; (2) the Karl Weiss Education and Conference Center is used for offices for Mass Tech's Massachusetts e-Health Institute and collaborative meeting space; and (3) the Innovation Center houses much of Mass Tech's Massachusetts Broadband Institute and the Innovation Initiative. Other buildings include a 72,000 square foot fabrication facility, currently leased by Kopin Corporation, six other unoccupied buildings dating from the late nineteenth century, and the Massachusetts Division of Fisheries & Wildlife field headquarters property which is located next to Kopin Corporation.

1.3 Background on Current Request for Proposals
Mass Tech is issuing this Request for Proposals for Snow Removal Services for its campus located at 75 North Drive, Westborough, Massachusetts (the "Campus") beginning in the Fall of 2017 and throughout the winter season of 2017/2018. The selected contractor shall provide snow clearing, plowing, salting, de-icing and shoveling services on the Mass Tech campus, including the areas occupied by Kopin Corporation.

RESPONDENTS PLEASE NOTE:

(i) This RFP does not commit Mass Tech to select any firm(s), award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. Mass Tech reserves the right, in its sole discretion, to accept or reject any or all submittals received, to negotiate with any or all qualified respondents, and to request modifications to proposals in accordance with such negotiations; to request supplemental or clarifying information from respondents; or to cancel, amend or modify the RFP in part or in its entirety.

(ii) Individuals providing services to Mass Tech may be considered “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). Mass Tech's Services Agreement and Statement of Work (the “Agreement”) requires contractors to certify, among other things, compliance with the Conflict of Interest law.

(iii) Respondents to this RFP who are currently (or who anticipate that they prospectively may be) providing services to Mass Tech grantees are advised to review Mass Tech's procurement conflicts policy (located at http://masstech.org/procurements). As part of its response, Respondent must affirmatively indicate whether it has contracts for services funded in part or in whole by Mass Tech grants.
2. **Services Required**

2.1 General – below is an outline of the services required under this RFP (see Attachment C for a Site Map of the Mass Tech Westborough Campus):

Contractor shall clear, plow, salt and de-ice the Campus and to 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 MASS TECH, 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 to the Campus shall be performed by Contractor so as to maintain, to the extent practicable, a safe and accessible campus for Mass Tech and its employees, guests, visitors, invitees, contractors and tenants and for the employees, guests, visitors, invitees, and contractors of Mass Tech’s 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.
- 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.
- Contractor shall keep a snowplow on site and continue 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 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 to the front, rear and side entrances of the Kariotis and Innovation buildings, by 8:00 a.m. Monday through Friday and during all times that Mass Tech offices are open for business. The front entrance to the Weiss Building must be cleared by 7:30 a.m. Monday through Friday. The pathways will be kept as clear as possible during a storm, with a complete clearing of the pathways 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 to determine the exact snow clearing schedule for their building.
- Contractor shall clear snow away from the mailboxes in front of the Innovation and Weiss buildings, 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 request 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.

2.2 **Pricing:**

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. **Submission of Responses**

3.1 **Schedule**

(a) The RFP process will proceed according to the following schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 17, 2017</td>
<td>RFP Issued (posted to Mass Tech and Comm-Buys websites)</td>
</tr>
<tr>
<td>August 17 to September 1, 2017</td>
<td>Site Visits – A larger scale map of the Campus will be handed out during site visits, if needed.</td>
</tr>
<tr>
<td>September 5, 2017</td>
<td>Deadline to submit Questions and Clarification Inquiries</td>
</tr>
<tr>
<td>September 6, 2017</td>
<td>Responses to Questions posted by Mass Tech</td>
</tr>
<tr>
<td>September 12, 2017</td>
<td>Responses due: Mass Tech’s Innovation Building, 75 North Drive, Westborough, MA</td>
</tr>
</tbody>
</table>

(b) **Responses will be due no later than 3:00 p.m. EST, on Tuesday, September 12, 2017**. Responses received later than the date and time specified will be rejected or deemed non-conforming and returned to the Respondent unopened. Mass Tech assumes no responsibility or liability for late delivery or receipt of responses.

(c) The responses will be evaluated pursuant to the criteria set forth in this RFP. Notification of selection or non-selection of all Respondents who submitted conforming responses will be mailed when the selection process is final.

(d) **Services Agreement and Statement of Work**: The selected Respondent(s) will execute the MassTech standard Agreement, attached hereto for review only as Attachment D. **RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL(S) WITH THEIR RESPONSE. FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE AGREEMENT’S TERMS AND CONDITIONS, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED.**

3.2 **Questions**

Questions regarding this RFP may be submitted by electronic mail to proposals@masstech.org, by September 5, 2017, by 3:00 p.m. EST. Submission of questions by electronic mail is strongly encouraged. Please include RFP number on envelope or in the subject heading. Responses to all questions received will be posted on or before 5:00 p.m. on September 6, 2017 to the Mass Tech and CommBuys websites.
3.3 Instructions for Submission of Responses:

Respondents are cautioned to read carefully and conform to the requirements of this specific RFP. Failure to comply with the provisions of this RFP may serve as grounds for rejection of a response.

(a) All responses must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) bound original; one (1) unbound copy; three (3) bound copies (no three ring binders); and one electronic version (.pdf or .doc) thereof.

Respondents are cautioned to review Confidential Information Procedures set forth below prior to submitting an electronic copy of their Response. Any information that Respondent has identified as “sensitive information” in the hard copy of their Response should be deleted from the electronic copy prior to submission to Mass Tech.

(b) Responses must be delivered to:

Request for Proposals for Snow Removal Services
RFP No. 2017-GA-03
Massachusetts Technology Park Corporation
75 North Drive
Westborough, MA 01581

(c) A statement indicating compliance with the terms, conditions and specifications contained in this RFP must be presented in the response. Submission of the signed Authorized Respondent’s Signature and Acceptance form (Attachment A) shall satisfy this requirement.

(d) Any and all responses, proposals, 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 prior to response submission. 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 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 proposal and shall only include the confidential material in the hard copy of the proposal. Any statements in a Proposal reserving any confidentiality or privacy rights that is inconsistent with these requirements and procedures will be disregarded.

Respondents please note: By executing the Authorized Respondent’s Signature and Acceptance Form and submitting a Proposal in response to this RFP, Respondent certifies that it (1) acknowledges and understands the policies and procedures for handling materials submitted to Mass Tech Collaborative, as described in this RFP, (2) agrees to be bound by those policies and procedures, (3) acknowledges that the statutory exemptions from the Massachusetts public records law are very limited; and (4) agrees that Mass Tech Collaborative shall not be liable under any circumstances for any disclosure of materials submitted to in connection with this RFP that is required by law.

4. Proposal Requirements

(a) Executive Summary: Respondents must provide a summary of the firm’s qualifications and proposed approach for working with Mass Tech. This summary shall be a maximum of two (2) pages in length and describe the overall approach proposed for the project. The Executive Summary shall include:

- A general description of Respondent including the nature of the business or organization, its size and organizational structure and the types of services provided and clients served. This description
should include an identification of any subcontractors proposed to be used by Respondent and their expertise;

- The name, title(s) and contact information for the individual(s) authorized to negotiate and contractually bind Respondent. **PROPOSALS MUST BE SIGNED BY AN OFFICIAL AUTHORIZED TO CONTRACTUALLY BIND THE RESPONDENT;** and
- The name, title(s) and contact information for the individual(s) who may be contacted by Mass Tech for purposes of clarification or the provision of additional information as necessary.

(b) **Proposal:** Respondent’s proposal must include:

- The point of contact person to be assigned to work with Mass Tech, including the resume of the individual identified highlighting the areas of expertise and current position with the organization, as well as providing a description of their experience, credentials, and relevant project experience. This should include identifying the individual who will have day-to-day responsibility for Mass Tech’s site.
- Examples of three (3) project sites, Respondent is currently working on, or has worked on in the past three years, that best demonstrate Respondent’s ability to provide the requested services. These descriptions should include a description of the project, the time frame over which services were performed, and a client reference including full contact information.

(c) **Budget**

Respondents are required to use the bid form appended hereto as Attachment B. Each bid must set forth a proposed budget for the services outlined. The bid form must include the proposed total price to perform all the services requested.

5. **Evaluation Process and 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.

While the order of these factors does not generally denote relative importance, Mass Tech acknowledges that selecting “best value” providers primarily requires a balanced combination of (1) reasonable rates and (2) strong experience and demonstrated expertise in providing snow removal services.

Mass Tech reserves the right to consider such other relevant factors as it deems appropriate in order to hire the “best value” provider of snow removal services. Mass Tech may or may not seek additional information from Respondents prior to making a selection.

This RFP does not commit Mass Tech to select any firm, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. Mass Tech reserves the right to accept or reject any or all submittals received, cancel or modify the RFP in part or in its entirety, or change the RFP guidelines, when it is in the best interests of MTC to do so.

6. **Other Provisions**
6.1 General Information

(a) The foregoing notwithstanding, Mass Tech’s Services Agreement and Statement of Work (Attachment D), incorporates the Commonwealth’s Terms and Conditions and shall constitute the only contract requiring execution. Words used in this RFP shall have the meanings defined in 801 C.M.R. 21.00. Additional definitions may also be identified in this RFP. All terms, conditions, requirements, and procedures included in this RFP must be met for a Response to be determined responsive. If a Respondent fails to meet any material terms, conditions, requirements or procedures, its response may be deemed unresponsive and disqualified.

(b) All responses, proposals, related documentation and information submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G. L. c. 66, §10, and to M.G.L. c. 4, §7(26), regarding public access to such documents. Any statements reserving any confidentiality or privacy rights in submitted responses or otherwise inconsistent with these statutes will be void and disregarded. The foregoing notwithstanding, Mass Tech has developed a set of procedures to deal with all documents submitted to it in response to the RFP, and those procedures are set forth in within the terms of this RFP. By executing the Authorized Respondent’s Signature and Acceptance Form, set forth as Attachment A hereto, Respondent acknowledges, understands and agrees to be bound by the procedures set forth herein, and agrees that Mass Tech shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFP and/or in connection with any contract entered into between Respondent and Mass Tech as a result of the RFP process.

(c) Further, any selected Respondent must recognize that in the performance of the Agreement and any work orders issued thereto it may become a holder of personal data (as defined in M.G.L. c. 66A) or other information deemed confidential by the Commonwealth. Respondent shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of Mass Tech. Any questions concerning issues of confidentiality, the submission of materials to Mass Tech, application of the procedures set forth herein or any other questions related to these matters, please contact Michael Baldino, Esq., Associate General Counsel at Mass Tech.

(d) It is the policy of Mass Tech that contracts are awarded only to responsive and responsible Respondents. In order to qualify as responsive, the Respondent must respond to all requirements of the RFP in a complete and thorough manner. In order to qualify as responsible, the Respondent must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously service Mass Tech’s needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide the types of security services set forth in this RFP; (3) a satisfactory record of performance in the provision of the security services set forth in this RFP; (4) the ability and willingness to comply with the requirements of Federal and State law relative to equal employment opportunity. ANY PROPOSAL DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE EVALUATION COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL.

(e) Mass Tech makes no guarantee that any services will be purchased pursuant to any Agreement entered into with Respondent as a result of this RFP.

(f) Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFP. Respondents should note that the procedures for handling information deemed sensitive by Respondent and submitted to Mass Tech set forth in herein apply only to hard copy documents, and are not applicable to information submitted by, among other methods, e-mail, facsimile or verbally.

(g) Respondents are prohibited from communicating directly with any employee of Mass Tech except as specified in this RFP, and no other individual Commonwealth 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.

(h) The Procurement Team Leader may provide reasonable accommodations, including the provision of material in an alternative format, for qualified 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 Procurement Team Leader reserves the right to grant or reject any request for accommodations.

(i) If a Respondent is unable to meet any of the specifications required in this RFP, the Respondent’s response must include an alternative method for meeting such specification by identifying the specification, the proposed alternative and thoroughly describing how the alternative achieves substantially equivalent or better performance to the performance required in the RFP specification. Mass Tech will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.

(j) The goal of this RFP is to select and enter into an Agreement with the Respondent that will provide the best value of security services to achieve the procurement goals of Mass Tech. Respondents are therefore invited to propose alternatives which provide substantially better or more cost-effective performance than achievable under a stated RFP specification.

(k) Costs that are not specifically identified in the Respondent’s response and not specifically accepted by Mass Tech as part of a contract will not be compensated under any contract awarded pursuant to this RFP. Mass Tech shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFP.

(l) The Respondent may not alter the RFP or its components except for those portions intended to collect the Respondent’s response (Cost pages, etc.). Modifications to the body of this RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited. Any modifications other than where the Respondent is prompted for a response will disqualify the response. The foregoing notwithstanding, proposed exceptions and/or counterproposals to the Agreement are permitted to be submitted with a Response.

(m) Respondent’s submitted Response shall be treated by Mass Tech 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 rejection of the Response and/or of any resulting contract. The RFP evaluation committee will rule on any such matters and will determine appropriate action.

(n) If Mass Tech determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, a supplement will be posted to the Mass Tech and Comm-Buys websites. Mass Tech’s RFP evaluation committee reserves the right to amend the RFP at any time prior to the deadline for submission of responses.

(o) Submitted Responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.

(p) Mass Tech’s prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFP. 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.

(q) The Agreement and work orders entered into as a result of this RFP shall generally be on a fee for service basis. It is anticipated that Mass Tech will select one Respondent to this RFP and will enter into an Agreement with the selected Respondent. It is anticipated that the term of the Agreement entered into pursuant to this RFP will be twenty-four (24) months, with Mass Tech’s option to renew it in its discretion.

6.2 Waiver Authority

Mass Tech reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the response, to accept or reject any or all responses received, and/or to cancel all or part of this RFP at any time prior to awards.
6.3 Disclaimer
This RFP does not commit Mass Tech to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. Mass Tech reserves the right to accept or reject any or all responses received, negotiate with all qualified Respondents, cancel or modify the RFP in part or in its entirety, or change the response guidelines, when it is in its best interests.

6.4 Changes/Amendments to RFP
This RFP has been distributed electronically using both the Mass Tech and Comm-Buys websites. It is the responsibility of respondents to check Mass Tech’s and/or CommBuys websites for any addenda or modifications to a RFP to which they intend to respond. Mass Tech, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to respondents who submit a response based on an out-of-date RFP document.
ATTACHMENT A

MASSACHUSETTS TECHNOLOGY COLLABORATIVE
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 specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Section 3.3 (d) of the RFP, and specifically agrees that it shall be bound by those procedures.

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

☐ specified exceptions and counterproposals to the terms and conditions of the Agreement (Attachment D); or
☐ agrees to the terms and conditions set forth therein;

The undersigned acknowledges and agrees that the failure to submit exceptions and counterproposals 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: __________________________________________

Title: __________________________________________

Date: __________________________________________
## Attachment A-1
### Response Cover Sheet

<table>
<thead>
<tr>
<th>Name of Respondent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City/Town</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
<th>Web Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary Contact for Clarification</th>
<th>Primary Contact E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Signatory</th>
<th>Authorized Signatory E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal Status/Jurisdiction (e.g., a Massachusetts corporation)</th>
<th>Respondents DUNS No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**ATTACHMENT B**

**BID FORM**

I. **Budget Information for Snow Plowing up to 48 Inches**

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Areas Price</td>
<td></td>
</tr>
<tr>
<td>MassTech Areas Price</td>
<td></td>
</tr>
<tr>
<td>Kopin Areas Price</td>
<td></td>
</tr>
<tr>
<td>Total Lump Sum Bid</td>
<td></td>
</tr>
</tbody>
</table>

II. **Additional Cost for Snow Plowing from 48 to 60 Inches**

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Areas Price</td>
<td></td>
</tr>
<tr>
<td>MassTech Areas Price</td>
<td></td>
</tr>
<tr>
<td>Kopin Areas Price</td>
<td></td>
</tr>
<tr>
<td>Total Lump Sum Bid</td>
<td></td>
</tr>
</tbody>
</table>

III. **Additional Cost for Snow Plowing Above 60 Inches**

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Areas Price</td>
<td></td>
</tr>
<tr>
<td>MassTech Areas Price</td>
<td></td>
</tr>
<tr>
<td>Kopin Areas Price</td>
<td></td>
</tr>
<tr>
<td>Total Lump Sum Bid</td>
<td></td>
</tr>
</tbody>
</table>

IV. **List Equipment and Cost per Hour for Extra Snow Removal Services**

<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>Cost Per Hour (including operator)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Per Man Hour for Extra Services</th>
<th>Cost per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. **List of Company Vehicles Used for Snow Plowing Services**

*Make: __________  Model: __________  Year: ________*
This Services Agreement and any Attachments hereunder (collectively the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("MassTech"), an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581, and , a corporation of the , with a principal place of business at , , , ("Participant").

Whereas, MassTech and Participant desire to enter into a contract under which Participant may perform certain work in accordance with the terms and conditions of this Agreement, and

Whereas, such work shall be specified in Statements of Work ("SOW" or "SOWs") set forth as Attachments hereto, and

Whereas, those SOWs may contain additional terms and conditions related to the work to be performed by the Participant.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term and Termination
   a) This Agreement shall take effect as of (the "Effective Date") and shall remain in effect until (the "Term").
   b) This Agreement may be terminated by either MassTech or Participant at any time for a material breach of any term. The breaching party shall have thirty (30) days to cure such breach from the date of written notice, unless otherwise agreed to by the parties in writing.
   c) This Agreement may be terminated by MassTech with or without cause upon ten (10) days written notice to Participant.
   d) MassTech may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of work hereunder or in the event of an unforeseen public emergency or other change of law mandating immediate MassTech action inconsistent with performing its obligations.
   e) Upon termination Participant shall deliver to MassTech all written and tangible work product, whether in draft or final form at the time of termination, identified as deliverables in the SOW for which payment has been made, and all other property of MassTech, and all copies thereof in the direct or indirect possession or control of Participant, up to and including the date of termination.
   f) Sections 4 through 18 of this Agreement shall survive termination.

2. Notices
   a) All communications to MassTech regarding legal issues shall be mailed or delivered to the following address, or sent by facsimile to the following number:

   Massachusetts Technology Collaborative
   75 North Drive
   Westborough, MA 01581
b) All communications regarding any other issues shall be emailed or delivered to the personnel specified in Section 2 of Attachment 1 (the SOW), Project Personnel.

Any notice hereunder shall be in writing and shall be effective (i) if dispatched by facsimile or email and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting.

3. Timely Performance

Participant acknowledges that expeditious completion of work and delivery of related deliverables set forth under this Agreement and the attached SOW are of the utmost importance to MassTech.

4. Participant’s Representations, Warranties and Certifications

As of the Effective Date, Participant hereby represents, warrants and certifies as follows:

a) Participant is duly authorized to enter into this Agreement, and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Participant or any of its assets is bound.

b) Participant and all Project Personnel of Participant are fully capable and qualified to perform the described work and Participant's other obligations hereunder, and have obtained all requisite licenses and permits to perform such obligations.

c) Participant and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other local, state or federal governmental authorities applicable to or implicated by the subject matter hereunder, including, without limitation, the statutes referenced in Sections 4(d), 4(e), 8, 11 and 12.

d) Participant and its employees are not employees, partners or joint-venturers of MassTech. Participant will be solely responsible for withholding and paying all applicable payroll taxes of any nature including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Participant has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to Worker’s Compensation, Mass. Gen. Laws ch. 152.

e) Participant 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. Participant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: 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; and Mass. Gen. Laws ch. 151B.

f) Participant represents and warrants that all personnel performing work hereunder are eligible to work in the United States at the time of execution of this Agreement and that Participant has a continuing obligation to ensure such status during the term of the Agreement.

g) Additional representations, warranties and certifications may be set forth in the SOW.
5. **Insurance**

Participant shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities hereunder including, but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance. At MassTech's request, Participant will provide MassTech with copies of the certificates of insurance evidencing such coverage. Additional insurance requirements may be specified under the SOW.

6. **Indemnification**

To the fullest extent permitted by law, Participant shall indemnify and hold harmless the Commonwealth, MassTech, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassTech, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Participant under this Agreement, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Participant or any of Participant's agents, officers, directors, employees or subRespondents. Without limiting the foregoing, Participant shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Participant or any of its agents, officers, directors, employees or subRespondents. Furthermore, Participant does hereby release, remise, discharge, indemnify and hold harmless MassTech (defined for purposes of this Section to include MassTech and/or any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities), from any and all actions or causes of action, suits, claims, complaints, liabilities, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, as of the date of this Agreement.

7. **Assignment and Subcontracting**

Participant shall not assign or in any way transfer any interest in this Agreement without the prior written consent of MassTech, including subcontracting any services except as otherwise included in the SOW attached hereto.

8. **Conflicts of Interest**

Participant acknowledges that all MassTech employees are subject to the Massachusetts Conflict of Interest statute, located at Mass. Gen. Laws ch. 268A.

9. **Record Keeping, Audit, and Inspection of Records**

Participant shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Participant's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as may be required by law (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassTech, the Commonwealth and their respective duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Participant which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Participant shall refund to MassTech the amount determined by such audit within thirty (30) days of Participant's receipt of such audit and demand.
10. **Publicity**

Participant shall coordinate with MassTech on any press releases, events, signs and to plan for any news conference concerning work hereunder. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of MassTech.

11. **Public Records**

a) As a public entity, MassTech is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus documents and other materials made or received by MassTech and/or its employees are subject to public disclosure. All information received by MassTech shall be deemed to be subject to public disclosure, except as otherwise provided herein. It is MassTech’s expectation that the overwhelming percentage of documents and information it receives does not contain any information that would qualify for an exemption from disclosure under the Massachusetts Public Records Law. Participants should take great care in determining which documents they submit to MassTech and should assume that all documents submitted to MassTech are subject to public disclosure without any prior notice to the Participant.

b) If Participant wishes to have MassTech treat certain information or documentation as confidential, Participant must submit a written request to the MassTech General Counsel that details the type of information and/or documentation that the Participant wishes to be treated as confidential along with a detailed explanation supporting the application of the statutory exemption(s) from the Public Records Law cited by Participant. Participant should not submit any information to MassTech that it does not want publically disclosed, but should provide enough detail about the information it requests to be treated as confidential so that the General Counsel can make a determination about the applicability of the asserted statutory exemption(s) from the Public Records Law cited by the Participant.

c) The MassTech General Counsel will issue a written determination within a reasonable period of time concerning the applicability of an exemption from disclosure under the Public Records Law. If the General Counsel determines that an exemption is applicable, the written determination will specify the method of submission of the confidential information. The MassTech General Counsel is the sole authority within MassTech for making determinations on the applicability and/or assertion of an exemption to the Public Records Law. No employee of MassTech other than the MassTech General Counsel has any authority to address issues concerning the status of “Sensitive Information” or to bind MassTech in any manner concerning MassTech’s treatment and disclosure of such documents.

d) By signing this Agreement, Participant acknowledges, understands and agrees that the procedures set forth herein are applicable to any documents submitted by Participant to MassTech and that Participant shall be bound by these procedures and the determination of the MassTech General Counsel.

12. **Treatment of Sensitive Information provided by MassTech**

a) Participants, as well as other third parties interacting with MassTech (collectively, the “Holding Party”) may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding MassTech, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under MassTech programs, which information is not generally known by or disseminated to the public as a matter of course. Such information is sometimes referred to as “Sensitive Information.” MassTech expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent Participants) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the MA Fair Information Practices Act, Mass. Gen. Laws Chapter 66A, contains numerous legal requirements aimed at protecting “personal data” from improper disclosure.

b) MassTech’s policy regarding a Holding Party’s possession of Sensitive Information has two key elements: 1) Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and 2) In the
absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

c) Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, Holding Parties are urged to confer with MassTech’s General Counsel if they have any questions about confidentiality, the scope or proper treatment of Sensitive Information, or MassTech’s policies with respect to such topics. It should be noted that the obligations under these policies continue even after this Agreement is terminated.

13. **Choice of Law**

This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. The Participant agrees to bring any Federal or State legal proceedings arising hereunder in which the Commonwealth or MassTech is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.

14. **Force Majeure**

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

15. **Amendments and Waivers**

The terms of this Agreement and any attachments thereto can be amended only through a written document executed by both Parties. Conditions, covenants, duties and obligations contained herein may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

16. **Severability**

Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.

17. **Headings**

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

18. **Counterparts**

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

19. **Entire Agreement, Amendments and Attachments**

The parties understand and agree that this Agreement and its attachments supersedes all other verbal and written agreements and negotiations by the parties regarding the matters set forth herein, and can only be amended by written agreement of the parties. The following, including without limitation any schedules, milestones, deliverables, budgets, and other terms relative to the nature of the work to be performed, are attached and incorporated into this Agreement:

i. Attachment 1 – Statement of Work
The Massachusetts Technology Park Corporation
\[NAME\]
d/b/a Massachusetts Technology Collaborative

By: _________________________

Name: Philip F. Holahan

Title: Deputy Executive Director & General Counsel

Date: _________________________

By: _________________________

Name: _________________________

Title: _________________________

Date: _________________________
Pursuant to the terms and conditions of the Agreement and this SOW, MassTech and Participant agree as follows:

1. **Performance of Work, Deliverables, and Schedule**

Participant shall perform the agreed upon work in accordance with the specifications set forth below, and the rate(s) set forth in Section 3 (Payments and Invoices) below.

Respondent shall clear, plow, salt and de-ice the Campus (see Campus Map, Attachment A) and to 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 MassTech’s expectation that the Services to the Campus shall be performed by Respondent so as to maintain, to the extent practicable, a safe and accessible campus for MassTech and its employees, guests, visitors, invitees, Respondents and tenants and for the employees, guests, visitors, invitees, and Respondents of MassTech’s 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:** Respondent 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, Respondent shall begin salting operations of the roadway immediately. Further, for weather conditions involving snow with an accumulation of at least two inches, Respondent shall begin snow removal and clearing operations immediately.

c. **Other:**

- The Respondent shall use magic salt for all de-icing of the roadways and parking lots on the Campus.
- Respondent shall follow MassTech's instructions regarding its provision of Services hereunder.
- Respondent shall install “snow stakes” by November 15th of each year for the purpose of marking curbs, walkways, fire hydrants, etc. Respondent shall remove these stakes by May 1st of each year.
- Respondent shall provide a 24-hour answering service and cell phone number(s) to allow for emergency contact from MassTech.
- Respondent shall keep a snowplow on site and continue 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 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.
- Respondent shall make sure a pathway has been cleared to the main entrance of all buildings on the Campus (including the Auditorium), and to the front, rear and side entrances of the Kariotis and Innovation buildings, by 8:00 a.m. Monday through Friday and during all times that MassTech offices are open for business. The front entrance to the Weiss Building must be cleared by 7:30 a.m. Monday through Friday. The pathways will be kept as clear as possible during a storm, with a complete clearing of the pathways after each storm has stopped. Respondent shall also clear all rear, side and stairwell entrances to the Kariotis, Weiss and Innovation buildings on the Campus after each storm has stopped. Respondent will work with
the Facilities department of the Kopin Corporation to determine the exact snow clearing schedule for their building.

- Respondent shall clear snow away from the mailboxes in front of the Innovation and Weiss buildings, 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. Respondent 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.

- Respondent 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: Respondent shall respond to MassTech'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 MassTech'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. Respondent 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 MassTech. Such request shall be submitted to Respondent 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 Respondent.

2. Project Personnel

Both MassTech and Participant have designated the following persons to serve as Project Manager to support effective communication between MassTech and the Participant and to report on the work’s progress. Each party will endeavor to maintain the continuity of its respective project personnel.

For MassTech: Jay McGann (Project Manager Email) (508-870-0312 ext. ext no)

For Participant: () ()
Participant Contact for Invoicing Matters: Name, Email and Phone

Written notice shall be provided to personnel at the email addresses set forth in this Section 2 in the event of any change in Project Personnel.

3. Payments and Invoices

a) In consideration of Respondent's Services and Deliverables, MassTech shall pay Respondent [Write it Out] Dollars ($ XXX), for the Services including any and all expenses. Said fee amount shall be the sole and complete compensation for services performed by Respondent under this SOW, including contingencies, direct and indirect expenses except as provided above, return and profit. The fee is broken down as follows:

- A minimum fixed fee equal to $XXX, including expenses related to performance of Respondent's obligations hereunder, including salt applications, should the aggregate snowfall accumulation during the Term not exceed 48 inches.
- If the aggregate snowfall accumulation during the Term exceeds 48 inches but is less than 60 inches, Respondent shall be paid an additional fee of $XXX.
- If the aggregate snowfall accumulation during the Term exceeds 60 inches, Respondent shall be paid another additional fee of $XXX.
- MassTech and Respondent further agree that in the event snow is required to be moved or removed from the property additional compensation is to be made to the Respondent for equipment used for this service at an hourly rate of $XXX per hour for a Bobcat and $XXX per hour for a backhoe. A four hour minimum is charged for all equipment. Respondent must obtain MassTech's consent prior to undertaking the moving or removal of snow from the property.
b) Participant shall invoice MassTech no more frequently than monthly nor less frequently than quarterly. Payments hereunder will be made by MassTech within thirty (30) days, following receipt of reasonably detailed invoices from Participant. Participant's invoice shall be in a format consistent with the tasks set forth in Section 1 of this SOW. Invoices shall provide reasonable documentation, including:

i. Invoice period of performance

ii. Description of the services provided

iii. Staff charges: for each employee, the name, title, number of hours worked and hourly rate; and

iv. Direct charges: all direct costs shall be itemized on the invoice and supported by documentation such as vendor invoices, travel vouchers, expense receipts or other documentation as requested by MassTech. Mileage shall be reimbursed at no more than then applicable rates published by the Internal Revenue Service. Any and all claims for meal expenses shall represent actual, reasonable and necessary expenses and shall be supported by detailed, itemized receipts. MassTech will not be responsible for the payment or reimbursement of any alcoholic beverages.

4. **Ownership of Intellectual Property**

   The parties agree that there is no Intellectual Property contemplated under this Agreement. Should that change, the parties agree to amend the Agreement to add the appropriate provisions.

5. **Additional Insurance Requirements**

   To Be Determined

6. **Amendments and Attachments**

   All conditions, covenants, duties and obligations contained in this SOW and its attachments may be amended only through a written amendment signed by Participant and MassTech. The following are attached and incorporated into this SOW:

   i. Attachment A – Campus Map
Attachment A to SOW

Campus Map