

**Northern Essex Community College
Winter Operations Services Contract
NECC18-FAC003
Request for Proposals**

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

Bid Documents will be available **Monday, August 6, 2018 on www.necc.mass.edu/bids**

Sealed proposals will be received until Thursday, August 23, 2018 until 10:00am at which time all proposals will be **opened, read and recorded in room 202, Building B on the Haverhill Campus.**

Proposals should be clearly marked **NECC18-FAC003 – Winter Operations Services**, submitted in a sealed envelope and received at:

**Northern Essex Community College
Administration and Finance, A303
100 Elliott St.
Haverhill, MA 01830**

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

The pre-bid conference will be held, 8:00am, August 14, 2018; in room 202, Building B, on the Haverhill Campus. The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at:

**Northern Essex Community College
Building B, Room B-202
100 Elliott Street
Haverhill, MA 01830**

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

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

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

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

August 6, 2018

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SECTION I
INTRODUCTION AND SCHEDULE OF EVENTS

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

SCHEDULE OF EVENTS

Bids Available	Monday, August 6, 2018
Pre Bid Conference	Tuesday, August 14, 2018
Deadline for Written Bidders Questions	Thursday, August 16, 2018
Responses posted by	Friday, August 17, 2018
Bids Due	Thursday, August 23, 2018
Contract Award	Friday, September 14, 2018
Contract Start Date	December 1, 2018
Contract End Date	May 31, 2021
Renewal Options	Optional - Two (2), Twelve (12) month renewals

All questions must be forwarded via email to Mary Murphy mmurphy1@necc.mass.edu. Questions may not be submitted by mail, fax or telephone.

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

The pre-bid conference will be held, at 8:00am, Tuesday, August 14, 2018; in room 202, Building B, on the Haverhill Campus. The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at:

Northern Essex Community College
 Building B, Room B-202
 100 Elliott Street
 Haverhill, MA 01830

While not mandatory, preference may be given to Bidders who have visited the site. Failure to attend the pre-bid conference does not relieve the bidder of full responsibility for performance of the Contract.

If NECC is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other foreseen circumstances the bid conference will be held at 12:00pm on the next business day. Bid responses will be accepted until 10:00am on the next normal business day.

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

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

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

Northern Essex Community College
Administration and Finance, A303
 100 Elliott St.
 Haverhill, MA 01830

Sealed proposals will be received until Thursday, August 23, 2018 at which time all proposals will be **opened, read and recorded in room 202, Building B on the Haverhill Campus**. Proposals should be clearly marked **NECC18-FAC003 – Winter Operation Services**, submitted in a sealed envelope. Proposals received after this date and time will not be considered. It is the Bidder’s responsibility to ensure this condition is met. Proposals delivered to the College mailroom or receiving dock is NOT acceptable.

SECTION II

GENERAL CONDITIONS

IDENTIFIERS:

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

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

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

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

PREVAILING WAGES: Services solicited through this RFP are NOT subject to the Massachusetts

Prevailing Wage Laws. Work done as part of this RFP is subject to compliance with Public Law 92-596

“Occupational Safety and Health Act of 1970” (OSHA), with respect to all rules and regulations pertaining to construction including Volume 36, numbers 75 and 105, of the Federal Register as amended, and as published by the U.S. Department of Labor.

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

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

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

OSHA TRAINING: The Contractor's safety program shall meet all Federal, State and Local regulations including the Occupational Safety and Health Act of 1970 (OSHA). All of the Contractor's service and installation employees shall have a certificate outlining they have attended a safety program through a certified safety training program or agency.

AWARDING: The Contract will be awarded to the Vendor who offers the best combination of price, capability and service options as determined by the College. The lowest bid does NOT constitute the winning bid. If deemed to be in the best interest of the College, NECC may award separate contracts for each campus. NECC reserves the right to award or reject any and all proposals in whole or in part, and to waive technical defeats, irregularities, and omissions if, in its

judgment, the best interests of the Commonwealth of Massachusetts and NECC will be served. No financial claim for any payment whatsoever shall be brought against the College for any contract delays.

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

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

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

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

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

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

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

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

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

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

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

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

Non-Discrimination in Employment: The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender identity, religion, genetic information maternity leave, military service, marital status or disability. The Contractor agrees to comply with

applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation

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

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

Comprehensive General Liability

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

Contractual Liability

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

Property Damage

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

Personal Injury with Employment Exclusion deleted

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

Bodily Injury

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

Property Damage

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

\$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide the NECC Contract Manager with the names of all Vendor employees working at NECC in advance of assignment to the NECC account and on an as needed basis.

The Contractor agrees that all employees will be dressed in distinctive, clean, neat-appearing uniforms provided and paid for by the Contractor. The Contractor will ensure that his/her employees wear proper and neat appearing footwear while executing this Contract.

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

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

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

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

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

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

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

Proposals are to include:

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

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

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

SECTION III

SCOPE OF WORK & SPECIFICATIONS

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

SCOPE OF WORK:

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

SPECIFICATIONS:

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

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

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

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

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

may state a period during which the alleged breach may be cured, which cure shall be subject to the College's approval.

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

TERM: The Contract will begin on December 1, 2018, for a period of thirty (30) months with the option to renew for two (2) twelve (12) month Terms.

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

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

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

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

SECTION IV
REQUIRED FORMS & SUBMISSIONS

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

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

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

- Commonwealth of Massachusetts Standard Contract
- Commonwealth Terms and Conditions
- W-9
- Copy of valid Massachusetts's license/registration for all equipment operators.
- Certificate of Insurance

Pricing Sheet

PARKING LOT LOCATIONS (note: for informational use only)	# of Parking Spaces (estimate)
<i>Lawrence Campus</i>	
Lot A, 45 Franklin St (Dimitry Building)	160
Lot C, Goudreault Lot - Across from El Hefni Building on 414 Common St	60
414 Common St Small lot – Located on East side of El Hefni Building (Handicap Parking lot)	5
Lot D, 78 Amesbury St (Haffner Building)	74
<i>Haverhill Campus</i>	
Hartleb Technology Center Building	468
Behrakis One-Stop Center Building	228
Bentley Library Building	225
Spurk Building	1,047
Sports and Fitness Center Building lot	17
Campus Roads	

A. PRICING: The undersigned proposes to furnish all labor and materials required for NECC18-FAC003 Winter Operations Services for the Haverhill and Lawrence Campuses. The total Contract price specified below, may be subject to additions and deductions according to the terms of the specifications. Contractor must supply and honor the stated pricing for the life of the Contract, including renewals. The College reserves the right to renegotiate or conduct a RFP process at the beginning of the renewal.

B. ADDENDA: This bid includes acknowledgement of addenda number(s) _____, _____, _____.

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

LAWRENCE CAMPUS PRICING SHEET

<u><i>Sand/Salt/Mix Pricing</i></u>	Ton(s) required per call	Winter Season 2018-2019 Cost per ton	Winter Season 2019-2020 Cost per ton	Winter Season 2020-2021 Cost per ton	Renewal #1 Cost per ton	Renewal #2 Cost per ton
Application of Straight Sand (per ton)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Application of Straight Road Salt (per ton)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Application of Sand/Salt hybrid 70/30 mix (per ton)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Application of Sand/Salt hybrid _____ mix, if applicable (per ton)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Pre-treatment application (per ton)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<u>Equipment Pricing</u>	Quantity(s) required per call	Winter Season 2018-2019 Hourly Rate	Winter Season 2019-2020 Hourly Rate	Winter Season 2020-2021 Hourly Rate	Renewal #1 Hourly Rate	Renewal #2 Hourly Rate
4X4 Truck with 8' Plow		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Rubber Tire Pay Loader (min 3 yard bucket) snow removal		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Rubber Tire Pay Loader (min 5 yard bucket) snow removal		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Sidewalk Machine (Bobcat or Equivalent)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
10 Wheeler (Hauling Only)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Tri-Axle (Hauling Only)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
18 Wheeler (Hauling Only)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
4X4 With Minimum 10 Yard Sander		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.

HAVERHILL CAMPUS PRICING SHEET

<u>Sand/Salt/Mix Pricing</u>	Ton(s) required per call	Winter Season 2018-2019 Cost per ton	Winter Season 2019-2020 Cost per ton	Winter Season 2020-2021 Cost per ton	Renewal #1 Cost per ton	Renewal #2 Cost per ton
Application of Straight Sand (per ton)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Application of Straight Road Salt (per ton)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Application of Sand/Salt hybrid 70/30 mix (per ton)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other Application of Sand/Salt hybrid _____ mix, if applicable (per ton)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Pre-treatment application (per ton)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.

<u>Equipment Pricing</u>	Quantity(s) required per call	Winter Season 2018-2019 Hourly Rate	Winter Season 2019-2020 Hourly Rate	Winter Season 2020-2021 Hourly Rate	Renewal #1 Hourly Rate	Renewal #2 Hourly Rate
4X4 Truck with 8' Plow		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Rubber Tire Pay Loader (min 3 yard bucket) snow removal		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Rubber Tire Pay Loader (min 5 yard bucket) snow removal		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Sidewalk Machine (Bobcat or Equivalent)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
10 Wheeler (Hauling Only)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Tri-Axle (Hauling Only)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
18 Wheeler (Hauling Only)		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
4X4 With Minimum 10 Yard Sander		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.
Other (if applicable):		\$_____.	\$_____.	\$_____.	\$_____.	\$_____.

Date: _____

(Signature of Bidder)

By _____
(Name and Title of Person Signing Bid)

(Company)

(Business Address)

(City and State)

(Phone & Email)

Statement of Financial Strength

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

Statement of State Tax Compliance

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

the Acts of 1983, Section 36, I _____
Name & Title

authorized signatory for _____
Contracting Party

whose principal place of business is at _____
Address

do hereby certify under the pains and penalties of perjury that _____

_____ has complied with all laws
Contracting Party
of the Commonwealth of Massachusetts relating to taxes.

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

Authorized Signature

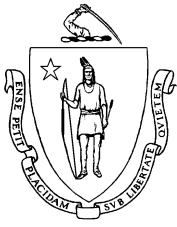
Date

Certification of Non-Collusion

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

(Name of person signing bid or proposal)

(Name of Business)



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

Revised 3/9/07

Bidder Name: _____
Vendor Code (VCUST): _____
Contract/RFR Number(s): _____

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

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

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

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

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

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

If no discount is offered enter 0%

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

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

Contractor/Bidder Authorized Signature _____ Date: _____

Contractor/ Bidder Authorized Signatory Print Name and Title: _____

Business Reference & Question Form

Bidder: _____

RFP Name/Title: **NECC18-FAC003 – Winter Operation Services**

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

Reference name: _____ Contact: _____

Address: _____ Phone #: _____

URL: _____ Email: _____

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

Reference name: _____ Contact: _____

Address: _____ Phone #: _____

URL: _____ Email: _____

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

Reference name: _____ Contact: _____

Address: _____ Phone #: _____

URL: _____ Email: _____

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

References will be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's response. The department may deem the Bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Questions
(Please answer in full)

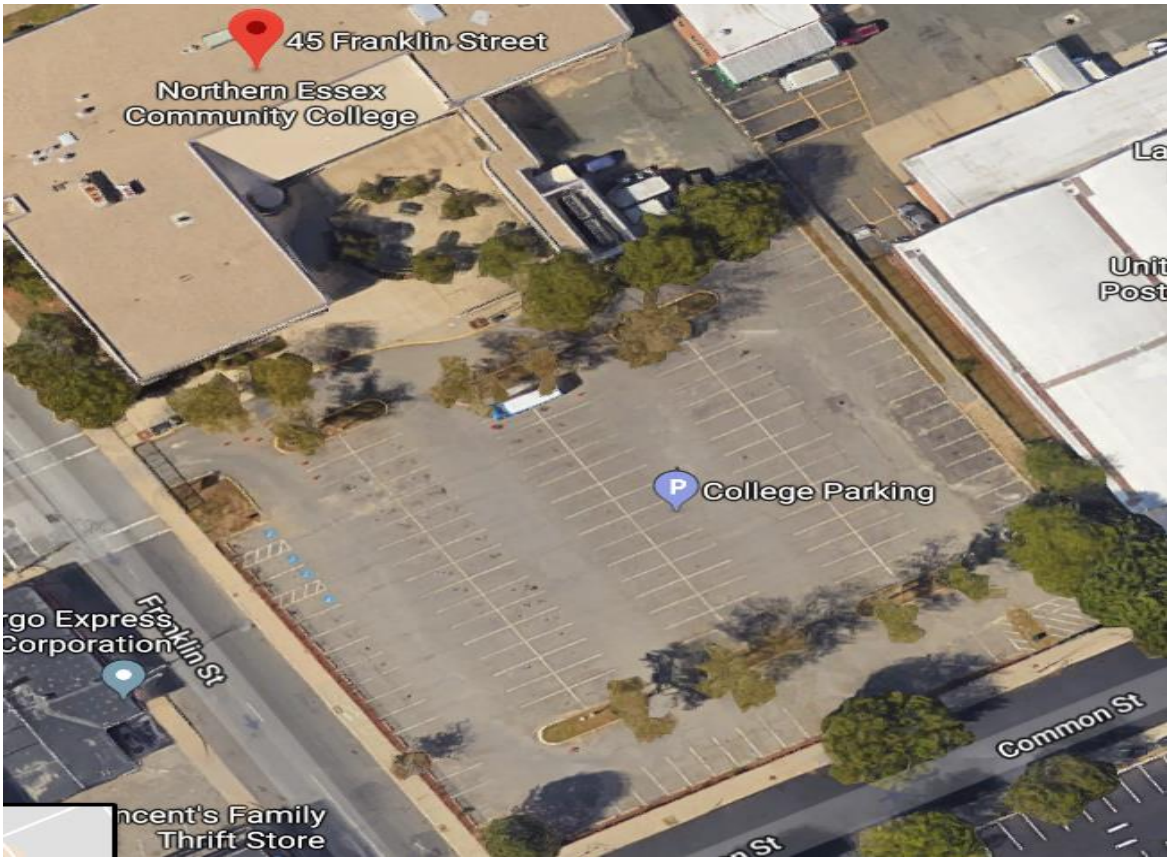
- 1) Current Projects (include name of project, owner, contract amount, percent complete and scheduled completion date. (Attached separate sheet if necessary)

- 2) Has this business ever defaulted on a contract?

- 3) Has this business ever failed to complete any project awarded to it?

SECTION V
ATTACHMENTS – CAMPUS PARKING MAPS
Lawrence Campus: Google Earth parking photos

Lot A, 45 Franklin St (Dimitry Building) approx.160 spaces



Lot D, 78 Amesbury St (Haffner Building) approx.74 parking spaces



414 Common St Small lot – Located on East side of El Hefni Building (Handicap Parking lot) approx. 5 parking spaces



Lot C, Goudreault Lot - Across from El Hefni Building on 414 Common St approx. 60 parking spaces



Haverhill Campus: Google Earth parking photos

Hartleb Technology Center Building approx. 468 parking spaces



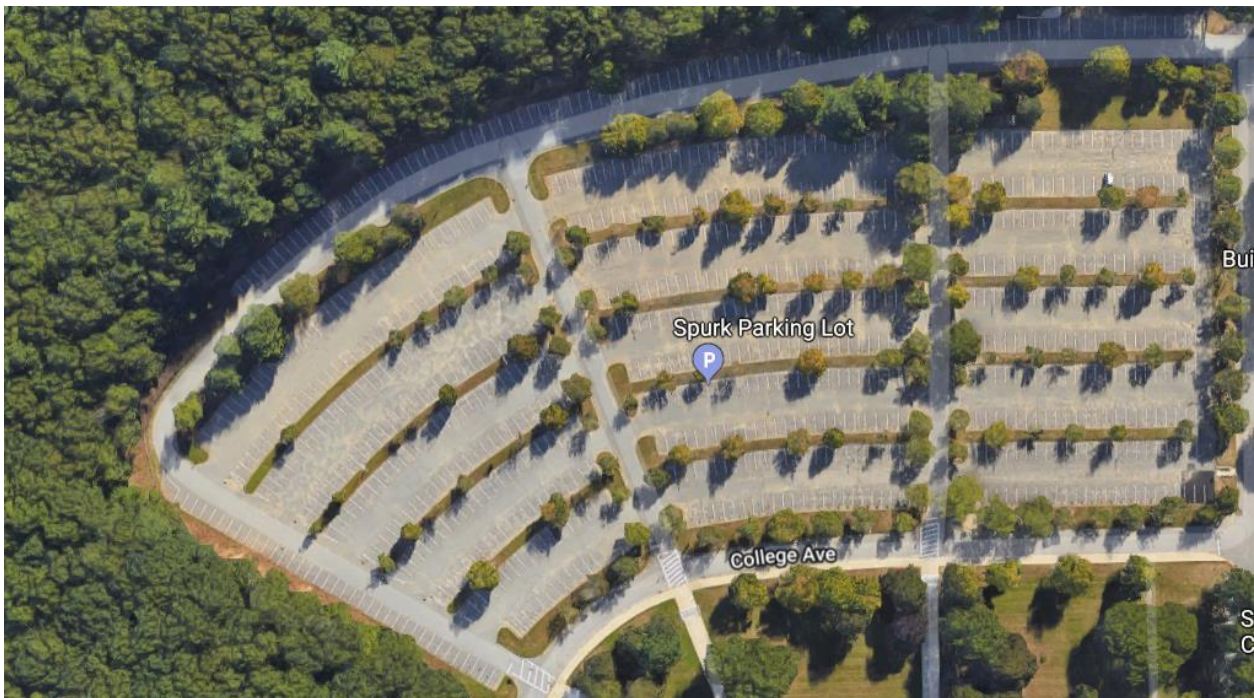
Behrakis One-Stop Center Building approx. 228 parking spaces



Bentley Library Building approx. 225 parking spaces



Spurk Building approx. 1,047 parking spaces



Sports and Fitness Center Building lot approx. 17 parking spaces

