HOLYOKE COMMUNITY COLLEGE
Snow Plowing

RFP # 22-04

ISSUE DATE: Thursday, November 4, 2021

PROPOSALS MUST BE RECEIVED BY:

Thursday, December 2, 2021
By 11:00 a.m. EST
At the desk of Brian Jackson

DELIVER PROPOSALS TO:

Holyoke Community College
Business Office
Attn: Brian Jackson
303 Homestead Ave
Holyoke, MA 01040

Envelope should be CLEARLY MARKED,
“Bid on Requisition No. 22-04 enclosed.”
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Holyoke Community College (HCC), an agency of the Commonwealth of Massachusetts, seeks proposals for snow plowing according to the specifications below.

**Timeline**

<table>
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<tr>
<th>Event</th>
<th>Date and Time</th>
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</thead>
<tbody>
<tr>
<td>RFP Issue Date:</td>
<td>Thursday, November 4, 2021</td>
</tr>
<tr>
<td>Submit questions specific to the RFP by</td>
<td>Thursday, November 18, 2021 by 4:00 pm EST</td>
</tr>
<tr>
<td>Response to questions posted and/ or emailed</td>
<td>Thursday, November 25, 2021 by 5:00 pm EST</td>
</tr>
<tr>
<td>Proposals due by</td>
<td>Thursday, December 2, 2021, 11 am EST at the desk Brian Jackson, Business Office, Holyoke Community College</td>
</tr>
</tbody>
</table>

Dates may be revised due to unforeseen circumstances. Every effort will be made to inform respondents of changes to the timeline.

**Contact Information**

This Request for Response (RFR) has also been distributed electronically using COMMBUYYS, the official procurement record system for the Commonwealth of Massachusetts (www.commbuys.com). The project title is **Holyoke Community College Snow Plowing** and the project number is 22-04. Any correspondence to HCC should include project number, as well as the title.

Information submitted in response to this RFQ is subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted information that are inconsistent with these statutes shall be disregarded. The Commonwealth makes no guarantee that any services will be purchased from any contract resulting from this RFQ.

**Inquiries and Questions**

Questions about this proposal should be submitted by email to:

Brian Jackson  
Holyoke Community College  
303 Homestead Avenue  
Holyoke MA 01040  
Email: bjackson@hcc.edu

Questions specific to the RFP should be submitted by Thursday, November 18, 2021 to bjackson@hcc.edu.

**General Information**
This RFP contains instructions governing the response to be submitted and the material to be included, a description of the services to be provided, and other requirements which must be met by interested parties to be eligible for consideration. All proposals submitted in response to this RFP are subject to all terms and conditions contained in this RFP.

Interested parties must submit a complete and responsive proposal to this RFP by the deadline and received no later than 11 am EST at the desk of Brian Jackson, Holyoke Community College, Business Office, 303 Homestead Avenue, Holyoke, MA 01040, in order to be considered. Incomplete proposals and proposals not prepared in accordance with this RFP will be rejected.

HCC is not responsible for delays occasioned by the U.S. Postal Service, or any other means of delivery employed by the Respondent. Similarly, the HCC is not responsible for, and will not open, any proposal responses that are received later than the deadline date, time and location as put forth in this RFP. Late proposals will be retained in the RFP file, unopened.

**Submission of Bid**

Proposals must be submitted in hard copy format, along with all required forms (see page 12 of this document), completed and notarized as indicated.

*Delivery Methods:* Delivery may be in person, by U.S. Mail, or overnight courier, to:

   Brian Jackson  
   Holyoke Community College  
   303 Homestead Avenue  
   Holyoke MA 01040

   CLEARLY MARKED, “Bid on Requisition No. 22-04 enclosed.”

*Deadline:* Proposals must be received by Brian Jackson on or before Thursday, December 2, 2021 at 11:00 EST. No late proposals will be considered.

**Preparation Costs**

All preparation and presentation costs incurred by vendors in responding to this proposal request are the sole responsibility of the vendor. All documentation submitted to HCC as part of a response to this proposal becomes the property of HCC.

**Confidentiality**

The college reserves the right to review the content of vendor responses with internal or external persons for the purposes of vendor selection.
**Evaluation Criteria**

All responsive proposals will be evaluated by the RFP Review Committee. Evaluation will be based on the vendor’s ability to meet Holyoke Community College’s requirements.

The college reserves the right to select the vendor it deems most appropriate for the project. The college reserves the right to waive stated requirements, negotiate further with vendors, discontinue the evaluation process, award based on the merits of a proposal and final demonstration, or choose not to award to any respondent.

**About HCC**

Established in 1946, Holyoke Community College, located in Holyoke, MA, serves a diverse community with rapidly evolving needs. More than 12,500 students annually enroll in credit, noncredit, and workforce development courses. The college provides a university-caliber education and exceptional preparation for success, including a comprehensive academic and personal support system. A vibrant, accessible, and welcoming campus community enables HCC students to thrive.

**Environmental Purchasing Policy**

Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMB 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products.

**Massachusetts Small Business Purchasing Program (SBPP)**

This is a small procurement targeted to small businesses participating in the Commonwealth's Small Business Purchasing Program (SBPP). The Department intends to evaluate bid responses from and to award a contract to a SBPP-participating business(es) who submit a bid that meets or exceeds the solicitation criteria only. Subcontracting in these types of procurements is limited to no more than 20% of the value of the contract, unless it is with another SBPP registered participant. If determined that there is inadequate SBPP capacity, or no SBPP-participating vendors provide a responsive bid, the Department will evaluate and award bid responses received from non-SBPP businesses. To determine eligibility and to participate in the SBPP, please review the requirements and general program information at www.mass.gov/sbpp.

**Policy on Affirmative Action, Equal Opportunity & Diversity**

Holyoke 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. The entire policy can be found on the College’s website at Affirmative Action Policy.
WORK TO BE PERFORMED

This contract is a two-year contract. Complete snow plowing of the following areas on the Holyoke Community College Campus. Plowing must be completed before 7:00 a.m. Failure to complete the plowing by this time will subject the contractor to a late penalty of $500 per hour, with all time rounded to the next highest whole hour, providing reasonable notification to plow was made and/or accumulation was reached such that sufficient time existed to plow the campus with the required equipment and operators.

   a. In Parking Lot “F,” the sidewalk on the West side of the lot is to be plowed by the CONTRACTOR and no portion of the sidewalk is to be used to pile snow. Also, the walkway at the South end of the “F” lot will not be used to pile snow as this walkway will be plowed by THE COLLEGE.
2. Perimeter loop road from Main Entrance, Homestead Avenue, throughout the College, including George Frost Drive, and the access road to the Day Care facility (The Kids’ Place).
3. Access road from Homestead Avenue past “Q” lot to perimeter loop road.
4. Access road and lot in front of the “F” building.
5. Access road and lot behind “E” building.
6. All fire lanes, service roads, and receiving areas.
7. Access road to Lower “J” lot.
8. Access road and lot south end of “G” building. Plowing must be done up to the curb.
9. Sidewalk from A lot to south patio stairway and from O lot to north patio stairway, including sidewalk by tennis court area.
10. Access road leading from M lot to Lot R. Walkway on the South end of Lot R to the bottom of the steps on the northeast corner of the Marieb Building.
11. Sidewalk from the Main Campus Road to the Day Care facility.

No snow is to be plowed on the Center Island on Day Care roadway. No snow is to be deposited on Circular Island in front of Frost Building.

No snow is to be deposited on Center Island of Homestead Avenue entrance or the Rock Garden Area South E Building. Every effort must be made to avoid plowing snow on the bank in front of the E Building. Cost of removal to be included in bid price – no additional fee will be paid. All corners of all parking lots are to be cleared so as to LOSE NO PARKING SPACES DUE TO SNOW/ICE. All drains must be left clear of snow and ice to allow for drainage. Failure to accomplish this may result in a call back at no cost to the college.

No snow is to be deposited in areas that would obscure or block the reading of any signage on campus.

Staffing
There must be one individual (preferably the lead) on site for each storm who has the ability to communicate with my grounds staff.

Subcontracting
At no time during the life of this contract may any part or all of the work to be performed be subcontracted without prior written approval from the college.

**Proximity to Campus**

Bidders primary business location must be within a 25 mile radius of the campus.

**Schedule**

Successful bidder must provide to the college’s Director of Facilities a written plan as to how he/she intends to perform their snowplowing duties. Plan shall include number and types of plows, number of personnel, prioritization of roads and parking lots, estimated times for completion of work, etc.

**Sanding and Salting**

Said service to be performed only upon request of Director of Facilities or designee. Sanding and salting will not be required or automatically authorized for payment. No sand or salt will be stored on the premises unless authorized by Director of Facilities.

**Equipment**

Bidders shall provide proof of ownership and registration of equipment and arrange for inspection of same by college personnel. Minimum equipment required to effectively plow or remove snow from the college campus should include the following: (No equipment will be left on the college campus unless authorized by the Director of Facilities, and if authorized, the college assumes no liability or responsibilities for any damages or losses associated to the equipment.)

1. (3) Front end loaders, 2 Loaders with 12ft box plows, (1) Loader with an angle plow.  
2. Sand spreader with five (5) yards capacity,  
3. Grader, or equivalent, when required during heavy snow fall.

**Notification to Plow**

When snow is anticipated to exceed depths of three inches or more, plow at own discretion without prior call from College. Grant priority for plowing to College. If snow fall is unpredictable, consultation with the Director of Facilities or designee must take place. Contractor must be available 24 hours a day during winter season and possess radio or pager or cellular phone for immediate contact. The contractor shall report to the Campus Police their arrival and departure times and measure snow fall with the Campus Police prior to departure. Campus Police will log the mutually agreed upon depth of snow.

**Inspection Prior To and Following Services**

Successful bidder must review and inspect all areas to be plowed with College personnel prior to winter season. Contractor shall flag all corners and islands to be plowed prior to onset of winter weather and submit in writing to the Director of Facilities any lawn/landscape/curbing/pavement/etc. damage prior to the plowing season. Contractor is responsible for any plowing damage to any of the aforementioned.
Contractor will review campus roads and parking lots on completion of plowing with College personnel to ascertain that work has been satisfactorily completed and is in accordance with the contract.
Insurance

The contractor must provide, at its own expense, Workmen’s Compensation Insurance, Public Liability Insurance, Automobile Bodily Insurance, Property Damage Insurance, and Insurance against loss by Fire, Theft, or Explosion caused by the negligence of any of its employees in the following amounts at a minimum:

**Minimum Coverage Necessary**

- Bodily Injury: $500,000 each person, $1,000,000 each accident
- Property Damage: $500,000 each occurrence, $1,000,000 aggregate

A Certificate of Insurance must be submitted with the bid.

Wage Rates

(Not required – see attached letter dated October 15, 1999).

Cancellation of Contract

In the event the contractor defaults on any of its undertakings herein, it is expressly understood and agreed that the College may at its option cancel and terminate this contract by giving ten (10) days written notice by registered mail to the contractor.
**Bid Pricing Sheet**

The right is reserved to waive any informalities in or to reject any or all bids. It is the responsibility of all bidders to examine the site and work contents to be performed prior to submitting bid.

The contractor may be requested to supply the College with a sand/salt mix for treatment of paved surfaces by College staff. Mix must comply with the following ratio: 75% sand, 25% salt. Both must comply with any and all regulations related to composition of all material.

Indicate cost per yard (mixed and delivered) $____________________________

Contractor bid price for plowing the following depths of snow. Depth of snow will be determined on site by the College and the Contractor.

**Prices are for year one and year two of this contact.**

<table>
<thead>
<tr>
<th>Depth</th>
<th>Bid Price per Storm</th>
</tr>
</thead>
<tbody>
<tr>
<td>3” to 5.9”</td>
<td>$__________________ per storm</td>
</tr>
<tr>
<td>6” to 9.9”</td>
<td>$__________________ per storm</td>
</tr>
<tr>
<td>10” to 12.9”</td>
<td>$__________________ per storm</td>
</tr>
<tr>
<td>13” to 18.9”</td>
<td>$__________________ per storm</td>
</tr>
<tr>
<td>19” and over</td>
<td>$__________________ per storm</td>
</tr>
</tbody>
</table>

For sand and salting all areas: (mix must comply with contract specifications.) $________________ per sanding.

For sanding and salting roadways only: $________________ per sanding.

Contractor bid price for plowing the following depths of snow. Depth of snow will be determined on site by the College and the Contractor.

For payment within ten working days of receipt of invoice by the Director of Facilities or his designated representative, please indicate prompt payment discount ________%. The successful contractor must execute a Contract for Services with the college and file necessary forms required to all for payment on the Financial Records System (FRS or MMARS) upon submittal and approval of standard invoice.

Signature: ____________________________________________ Date: _______________________

Name: __________________________________________ Title: ___________________________

Company: ________________________________________________________________________
**HOLYOKE COMMUNITY COLLEGE**  
303 Homestead Avenue  
Holyoke, MA 01040

Request for Proposal - CHECKLIST OF FORMS

**REQUIRED FORMS** (to be completed and submitted with bid response)

- Additional Environmentally Preferable Products/Practices
- Business Reference Form
- Commonwealth of Massachusetts Contractor Authorized Signatory Listing (notarized)
- Commonwealth of Massachusetts Prompt Pay Discount Form (if applicable)
- Commonwealth Terms and Conditions
- Consultant Contractor Mandatory Submission Form (if applicable)
- Holyoke Community College Standard Conditions and Terms for Bidding
- Massachusetts Substitute W-9 Form – Request for Taxpayer Identification Number and Certification (DUNS number)
- Noncollusive Affidavit (notarized)
- Supplier Diversity Program Plan Form

**INFORMATIONAL FORMS** (must read and no action required at time of bid response)

- Authorization for Electronic Funds Payment (EFT) (if applicable)
- Operational Services Division – RFR-Required Specifications
- Operational Services Division – RFR Required Specifications for Information Technology
- Operational Services Division – RFR-Other Specifications (form used for Access to Security-Sensitive Information)

**FORMS REQUIRED, IF CONTRACT IS AWARDED**

- Commonwealth of Massachusetts – Standard Contract Form
- Commonwealth of Massachusetts Standard Contract Amendment Form (used if necessary)
- Commonwealth of Massachusetts Change in Contractor Identity Form (used if necessary)
- Executive Order 504 Contractor Certification Form

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Submitted by:  

Company Name (please print)

Signature  Date Submitted

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Holyoke Community College Snow Plowing  
RFP #22-04  
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October 15, 1999

Geoffrey C. Beckwith
Executive Director
Massachusetts Municipal Association
Sixty Temple Place
Boston, MA 02111

Re: Prevailing Wage Rates: Snow Plowing

Dear Mr. Beckwith:

This letter responds to your October 5, 1999 request for a written determination on the question of whether the Massachusetts prevailing wage law, M.G.L. ch. 149, § 27F, applies to contracts or arrangements for "snow removal" by awarding authorities in the commonwealth.

The issue of whether the prevailing wage law applies to snow removal has been an open question before the Division of Occupational Safety (formerly titled the Department of Labor and Industries) for many years. As your letter illustrates, M.G.L. ch. 149, § 27F is a difficult section of the prevailing wage law to interpret. By its use of the undefined term "public works," section 27F fails to provide clear guidance on the categories of work that are covered. Although the courts have ruled on particular categories of work such as street sweeping and trash removal, there is no clear definition of "public works" as there is for the more specific term "public works construction" that is provided in section 27D of the prevailing wage law. See Commonwealth v. W. Barrington, 5 Mass. App. Ct. 416, 418-421 (Mass. App. 1977); and Pfizer v. Vining Disposal, 47 Mass. App. Ct. 491, 493-496 (Mass. App. 1999). Thus it remains particularly difficult to weigh the arguments for and against the inclusion of snow removal under section 27F.

For purposes of this letter, "snow removal" will include snow plowing, sanding, salting, ice removal, and all other activities that involve the operation of a "truck or any automotive or other vehicle or equipment" (see M.G.L. ch. 149, § 27F) in the moving of snow.
Historically, the Division of Occupational Safety ("DOS") has issued prevailing wage schedules for snow removal when requested to do so by awarding authorities. DOS has also answered affirmatively when asked whether a prevailing wage schedule could be requested for upcoming snow removal work. However, to my knowledge, there has never been an enforcement action initiated pertaining to snow removal – neither since 1993 when the OAG assumed responsibility, nor prior to 1993 when DOS was responsible – because it was never clearly covered under the statute.

As you know, earlier this year Barbara A. Piselli, then Chief of the Attorney General’s Fair Labor and Business Practices Division, issued a letter to all awarding authorities (dated January 22, 1999) stating that prevailing wage rates must be paid for snow removal. No such determination had been issued by DOS at that time or since. As a result, there has been great confusion among awarding officials about the authority behind Ms. Piselli’s letter and about DOS’s official position.

Subsequently, Ms. Piselli issued a follow-up letter to all awarding authorities (dated February 22, 1999) acknowledging that there is a lack of clarity on this issue and declaring that the OAG "would not impose any liability on municipalities which have failed to comply with the prevailing wage statute this year." The letter went on to clarify that the earlier letter had been sent based on DOS’s position "as presently understood by the Office of the Attorney General," which highlighted the need for DOS to make its position more clear.

The follow-up letter also contained a statement that unless DOS or the legislature acts affirmatively to declare that snow removal is not covered by the prevailing wage law, the OAG "will require full compliance with the law by all parties beginning with the next snow season" (meaning the 1999-2000 snow season). This, in addition to having received many inquiries from awarding officials, compels DOS to issue a written determination in order to provide clear guidance to awarding authorities, contractors, and employees that are involved with snow removal.

Acting responsibly, any agency charged with making an administrative decision that carries criminal penalties for non-compliance, such as the prevailing wage law, must carefully oversee the implementation of that decision, including its enforcement. In this case, DOS is not comfortable with the current posture toward enforcement and will not hold awarding authorities and contractors to the requirements and potential penalties of a statute that does not unquestionably apply to them. As such, DOS is unable to determine categorically that the prevailing wage law, M.G.L. ch. 149, § 27F, applies to snow removal until such time as the legislature or the courts provide some guidance on whether this particular category of work is covered under the law.

Prevailing wage schedules will no longer be issued by DOS for snow removal and all awarding authorities that have already received prevailing wage schedules for the upcoming snow season will be notified to disregard them. The OAG will promptly be notified of this determination.
If you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,

[Signature]
Robert J. Prezioso
Deputy Director

cc: Angelo Buonopane, Director, DLWD
    Linda Hamel, General Counsel, DOS
    David Nalvin, Office of the Attorney General
    All awarding authorities