



MASSACHUSETTS
TECHNOLOGY
COLLABORATIVE

Request for Proposals for Installation of Stand-By Power System

RFP No. 2012-GA-03

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

Procurement Team Leader:	Jay McGann
RFP Issued:	December 23, 2011
Bidders' Conference:	January 5, 2012
Questions Due:	January 9, 2012
Answers to Questions Posted:	January 11, 2012
Responses Due:	January 17, 2012

1 **Introduction**

The Massachusetts Technology Collaborative (“MTC”) is issuing this Request for Proposals for Installation of Stand-By Power System (“RFP”) (RFP No. 2011-GA-03) to solicit responses from firms with experience installing stand-by power systems to be used as back-up power by small to mid-sized organizations. The Work includes the installation of a 300kW or 400kW generator at MTC’s campus (the “Campus”) in Westborough, Massachusetts. Respondents will be competing against each other for selection to perform the Work, which shall be based on the scope of work and technical specifications set forth in Attachment B (the “Work”). The submissions of all Respondent firms shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Respondent shall be selected.

RESPONDENTS PLEASE NOTE:

- (i) This RFP does not commit MTC 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. MTC 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.
- (i) Individuals providing services to MTC may be considered to be “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). MTC’s Master Agreement for Services and Construction (the “Master Agreement”) requires contractors to certify, among other things, compliance with the Conflict of Interest law.

2 **Background on Sponsors and Project**

2.1 The Massachusetts Technology Collaborative

MTC is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. MTC brings together leaders from industry, academia, and government to advance technology-based solutions that lead to economic growth, job creation, and public benefits in Massachusetts. MTC 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. MTC has three primary divisions: the John Adams Innovation Institute (the “Innovation Institute”), the Massachusetts Broadband Institute (“MBI”), and the Massachusetts e-Health Institute (“MeHI”). For additional information about MTC and its programs and initiatives, please visit our website at www.masstech.org.

2.1.1 MTC’s Campus

MTC owns, and operates from, a 10-building, 36-acre site located in Westborough, 30 miles west of Boston and 10 miles east of Worcester. The Campus is an invaluable institutional asset that generates revenue for MTC and supports MTC’s programmatic activities. The site occupies a gently sloping, wedge-shaped tract of land that contains a collection of masonry “cottages” that allude to the Campus’ history, as it was the former site of the Lyman School for Boys, the first state-operated reform school in the United States. Additional historic significance derives from the fact that the Campus sits on the top of Powder Hill, a hilltop plateau that was the site of Westborough’s first meetinghouse. MTC 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 by the staff of MTC’s Medicaid Division and for collaborative meeting space; and (3) the Innovation Center houses much of the staff for the Massachusetts Broadband Institute and the John Adams Innovation Institute.

3 **Services Required**

3.1 Context

MTC has experienced complete power losses to the buildings and grounds at the Campus on numerous occasions due to adverse weather. In order to mitigate the disruption caused by these power losses, MTC has determined that it is in the best interests of the organization to install a backup power generator on campus. To that end, MTC hired Sterling Engineering Group LLC (“Sterling”) to examine MTC’s electrical

needs on campus to determine the proper size of the generator needed to support the demand load of the main 13.8 electric power supply that provides electricity to the Kariotis, Weiss and Innovation buildings.

3.2 Scope of Services

The Respondent that is awarded the contract shall procure and install a generator and related equipment, perform required site work, obtain all necessary permits and comply with all other requirements as specified in Attachment B. MTC, at its sole discretion, will determine whether to award the contract based on the scope of work for the 300kW generator or the scope of work for the 400kW generator.

3.3 Prevailing Wages

The selected Respondent will comply with Massachusetts prevailing wage requirements (Massachusetts General Laws c.149, section 27) for work performed on this Project, including compliance with all reporting and administrative requirements. A copy of the prevailing wage rates is included in Attachment F.

4 Submission of Responses

4.1 Schedule

The RFP process will proceed according to the following anticipated schedule:

December 23, 2011	RFP Issued.
January 5, 2012	Bidders' Conference 10:00 am at MTC's Westborough campus
January 9, 2012	Deadline for all questions and clarification inquiries, preferably submitted via e-mail to mcgann@masstech.org
January 11, 2012	Deadline for all answers to Respondents questions.
January 17, 2012	Responses due by 3:00 p.m.
January 25, 2012	Interviews (if any) held

Responses will be due no later than 3:00 p.m. EST, on January 17, 2012. Responses received later than the date and time specified will be rejected or deemed non-conforming and returned to the Respondent unopened. MTC assumes no responsibility or liability for late delivery or receipt of responses.

4.2 Bidders' Conference

A bidders' conference will be held at MTC's Westborough Campus, at 10:00 a.m. on **January 5, 2012**, in Room 102 of the Weiss Center. Directions to MTC's offices can be found at <http://www.masstech.org/agencyoverview/directions.htm>. MTC will post summary responses to procedural questions and issues addressed at the bidders' conference on its and the Comm-PASS websites.

4.3 Questions

Questions regarding this RFP may be submitted to the address set forth in Section 4.5(b) or by electronic mail to mcgann@masstech.org. All questions must be received by 5:00 PM EST on **January 9, 2012**. Submission of questions by electronic mail is strongly encouraged. Please include the RFP number on the envelope or in the subject heading. Responses to all questions received will be posted on or before 5:00 pm on **January 11, 2012** to MTC's and the Comm-PASS websites.

4.4 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) unbound original; one (1) unbound copy; five (5) bound copies (no three ring binders); and one electronic version (.pdf or .doc) thereof.

RESPONDENTS ARE CAUTIONED TO REVIEW ATTACHMENT A, PRIOR TO SUBMITTING AN ELECTRONIC COPY OF THEIR RESPONSE. IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN ATTACHMENT A, 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 MTC.

- (b) Responses **must** be delivered to:

Request for Proposals for Installation of Stand-By Power System
RFP No. 2012-GA-03
Massachusetts Technology Collaborative
75 North Street
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 D) shall satisfy this requirement.
- (d) Any and all data, materials and documentation submitted to MTC in response to this RFP shall become MTC's property and shall be subject to public disclosure under the Massachusetts Public Records Act. In this regard, Respondents are required to sign the Authorized Respondent's Signature and Acceptance Form, set forth as Attachment D hereto.

RESPONDENTS PLEASE NOTE : BY EXECUTING THE AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM AND SUBMITTING A RESPONSE TO THIS RFP, RESPONDENT CERTIFIES THAT IT (1) ACKNOWLEDGES AND UNDERSTANDS THE PROCEDURES FOR HANDLING MATERIALS SUBMITTED TO MTC, AS SET FORTH IN ATTACHMENT A HERETO, (2) AGREES TO BE BOUND BY THOSE PROCEDURES, AND (3) AGREES THAT MTC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE DISCLOSURE OF ANY MATERIALS SUBMITTED TO IT PURSUANT TO THIS RFP OR UPON RESPONDENT'S SELECTION.

4.5 Information Required:

This section outlines the required materials for inclusion in the proposal. Please review these submittal requirements carefully – 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.

- (1) Each proposal shall be professionally presented, spiral or plastic bound, and shall include a title page and table of contents.
- (2) As a minimum, all Respondents shall include the following in the proposal:

a) Qualifications

Respondents must include a summarized general description of Respondent including the nature of the business or organization, its size 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.

Contractor's, subcontractors' and suppliers' qualifications shall include years in business, license numbers, and prior experience with projects of similar size and scope. Include resumes for all key personnel, including the project manager.

MTC reserves the right to investigate and review the background of any or all personnel assigned to work under a contract and, based on such investigations, to reject the use of any persons within MTC's discretion. Any changes to personnel require formal written approval by MTC and MTC reserves the right to terminate a contract if changes are not approved.

Respondents must include the name, title (s) and contact information for the individual(s) who may be contacted by MTC for purposes of clarification or the provision of additional information and the person legally authorized to bind the firm.

b) Project Information/Technical Proposal

Respondents must provide information regarding their approach for the procurement and installation of the generator, providing information with regard to activities planned and any considerations that could be encountered by the selected Respondent that could impact the

performance of the expected Work. This section of the proposal should address the Respondent's approach to (i) project management and coordination; and (ii) technical approach to meeting or exceeding the requirements of the Project. The Respondent should identify any material differences in approach to the 300kW generator scope and the 400kW generator scope.

c) Past and Current Projects

Respondents must provide examples of three (3) completed, comparable projects within the past five years, preferably in Massachusetts, 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, Respondent's role, the names of the individuals proposed to be part of the MTC project team who participated in the project and their role, and a client reference including full contact information. MTC will use the project references to ascertain the quality of the workmanship, reliability of contractor, and may visit these sites to investigate the quality of the Respondent's performance.

Respondents must provide an indication of the Respondents' current and anticipated workload during the planned period of February 13, 2012 through May 31, 2012. Respondents must provide a listing of active projects expected during the proposed period of the contract according to anticipated size and duration.

d) Project Schedule

Respondents must provide a project and phasing schedule that describes when the vendor plans to start the Work and when the project will be completed. The schedule should also include how long MTC will be without power during the electrical switchover to connect the new generator. The switchover will need to be completed on a weekend so as not to interrupt the normal MTC workday. The project schedule shall include the lead time/delivery date for the generator. A target start date of no later than February 13, 2012, should be used in planning. All Work must be completed on or before May 31, 2012.

e) Cost and Budget Information

Respondents must use the Bid Form appended as Attachment D. Respondents must submit a bid for the 300kW scope and the 400kW scope. Respondents must include the proposed total price to complete the Project expressed as a fixed fee, with specific cost information provided for line items specified in the Bid Form. Respondent is also required to provide Information about billing rates/fees for all personnel that will be charged by Respondent in the event that MTC elects to utilize Respondent for additional services related to the Project. Please note that MTC is exempt from Massachusetts sales tax. The Respondent should calculate costs accordingly.

f) Tax Law Compliance: All responses must include an affidavit of compliance with all corporate filing requirements and compliance with State tax laws. Submission of the signed Authorized Respondent's Signature and Acceptance Form (Attachment D) shall satisfy this requirement.

g) Additional Documentation: All responses must include the following additional documentation.

- Authorized Respondent's Signature and Acceptance Form (Attachment D);
- Response Coversheet (see Attachment D); and
- Proof of insurance coverage at least equal to the insurance required by the Master Agreement.

5 Evaluation Process, Criteria and Selection

5.1 Process

MTC's evaluation committee shall evaluate each Response that is properly submitted. After submission and review of responses, interviews may be requested.

5.2 Criteria

Selection of a Respondent to provide the services sought herein 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, facilities 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 team members and key personnel including operational and practical experience;
 - Demonstrated knowledge of the subject area;
 - Experience in successfully completing projects of similar size and complexity for other clients;
 - Record of performance with other clients;
 - Reasonableness of budget and schedule;
 - Overall quality and responsiveness of proposal, including completeness, and organization and conciseness of material;
 - Quality of technical approach, including identification of relevant issues, reasonableness of technical approaches, evidence of creativity, and use of contingencies, where appropriate; and
 - Ability to comply with the requirements of federal and state law relative to Equal Employment Opportunity.
 - Lack of debarment status by either the state or federal government.

The order of these factors does not generally denote relative importance. MTC reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the "best value". MTC may or may not seek additional information from Respondents prior to making a selection.

5.3 Selection

- (a) Interviews & Selection of Finalists. As part of the selection process, MTC may invite finalists to answer questions regarding their proposal in person or in writing. MTC may also choose to enter into a negotiation period with one or more finalist Respondents and then ask the Respondent(s) to submit a best and final offer along with a negotiated agreement. Respondents are required to make themselves available **January 25, 2012**, for interviews.
- (b) Notification & Contractual Requirements. Notification of selection or non-selection of all Respondents who submitted conforming responses will be mailed when the selection process is final. The selected Respondent will execute the Master Agreement, available at <http://www.masstech.org/AgencyOverview/opps.htm>. **RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER 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 TERMS AND CONDITIONS OF THE MASTER AGREEMENT, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED.**

6 Other Provisions

6.1 General Information

- (a) The terms of 801 C.M.R. 21.00: Procurement of Commodities and Services is incorporated by reference into this RFP. The foregoing notwithstanding, MTC's Master Agreement (available at <http://www.masstech.org/AgencyOverview/opps.htm>) is based on 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, MTC has developed a set of procedures to deal with all documents submitted to it in response to this RFP, and those procedures are set forth in Attachment A hereto. By executing the Authorized Respondent's Signature and Acceptance Form, appended hereto as Attachment B, Respondent acknowledges, understands and agrees to be bound by the procedures set forth in Attachment A, and agrees that MTC 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 MTC as a result of this RFP process.
- (c) Further, any selected Respondent must recognize that in the performance of the Master Agreement and any work orders issued thereunder 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 the MTC. Any questions concerning issues of confidentiality, the submission of materials to MTC, application of the procedures set forth in Attachment A or any other questions related to these matters, please contact Matthew L. Schemmel, Esq., at MTC.
- (d) It is the policy of MTC 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 MTC's needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide the Work set forth in this RFP; (3) a satisfactory record of performance in the provision of the Work 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) MTC makes no guarantee that any services will be purchased pursuant to any Master 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 MTC set forth in Attachment A apply only to hard copy documents, and are not applicable to information submitted by, among other methods, electronic mail, facsimile or verbally.
- (g) Respondents are prohibited from communicating directly with any employee of MTC except as specified in this RFP, and no other individual MTC 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. The foregoing notwithstanding, Respondents who have questions concerning issues of confidentiality, the submission of materials to MTC, application of the procedures set forth in Attachment A or any other questions related to these matters, may contact Matthew L. Schemmel, Esq., at MTC.
- (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. MTC 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 a Master Agreement with the Respondent that will provide the best value for the services to achieve the procurement goals of MTC. 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/or not specifically accepted by MTC as part of the Master Agreement will not be compensated under any contract awarded pursuant to this RFP. MTC 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 Master Service Agreement are permitted to be submitted with a Response.
- (m) Respondent's submitted Response shall be treated by MTC 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 MTC 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 MTC's and the Comm-PASS websites. MTC'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 ninety (90) days after the deadline for submission.
- p) MTC's prior approval is required for any subcontracted services under any Master Agreement entered into as a result of this RFP. Selected Respondent will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. 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 Master Agreement entered into as a result of this RFP shall generally be on a fee for service basis. It is anticipated that MTC will select one Respondent to this RFP and will enter into a Master Agreement with the selected Respondent. It is anticipated that the term of the Master Agreement entered into pursuant to this RFP will be twelve (12) months, with MTC options to renew it in its discretion.

6.2 Waiver Authority

MTC 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 MTC to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. MTC 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 MTC's and the Comm-PASS websites. It is the responsibility of respondents to check MTC's and/or the Comm-PASS websites for any addenda or modifications to a RFP to which they intend to respond. MTC, 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.