



## ***NOTICE OF DISPOSITION OF SURPLUS SUPPLIES***

# **Request for Bids**

No. 2017-MBI-05

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

Disposition Team Leader:	Todd Corcoran
Issued:	June 22, 2017
Pre-Bid Inspection Request Deadline:	July 26, 2017
Bids Due:	August 2, 2017

**1. Introduction**

Massachusetts Technology Collaborative (“MassTech”) is issuing this Notice of Disposition of Surplus Supplies (“Notice”) to request bids from vendors interested in purchasing certain surplus supplies (“Supplies”) currently in MassTech’s possession at a secure location in West Springfield, Massachusetts. The Supplies are separated into two (2) lots as follows (as more fully detailed in Section 3 below):

Lot A: Utility Poles – fifty-one (51) Class 5 utility poles of forty (40) foot length; and five (5) Class 5 utility poles of thirty (30) foot length; and

Lot B: Conduit Reels – ten (10) reels of one and a half (1.5) inch orange SDR HDPE conduit of sixty two hundred (6,200) foot length; and three (3) partial reels of one and a half (1.5) inch black HDPE totaling three thousand three hundred (3,300) foot length.

**2. About Massachusetts Technology Collaborative**

MassTech is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. MassTech 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. MassTech 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. MassTech has three primary divisions: the John Adams Innovation Institute, the Massachusetts Broadband Institute, and the Massachusetts e-Health Institute. For additional information about MassTech and its divisions, please visit our website at [www.masstech.org](http://www.masstech.org).

**3. Surplus Supplies**

MassTech is accepting bids on the Supplies in the two lots described below. MassTech will accept bids for specific individual quantities of Supplies from either lot. MassTech will also accept bids for entire lots (e.g. one lot or both lots). MassTech will give preference to bids in the following order of priority: (1) bids for the entire stock of Supplies (i.e. bids on both lots); (2) bids for the entire stock of supplies in Lot A or Lot B; and (3) bids for a partial stock of supplies in either or both lots. Subject to this prioritization of bids, entire lots or specific individual quantities of Supplies will be sold to the highest bidder willing to comply and execute the terms of the Sale of Surplus Asset Agreement and Bill of Sale (collectively, the “Agreement”) (see Attachment B for a copy of the Agreement), subject to the terms and conditions of paragraph 9 below.

**Lot A – (56) Utility Poles**

Lot A is comprised of the following Supplies:

Vendor	Part #	Material Description	Quantity
Thomason	SYP#10 PENTA TREATED	Class 5 40' Telephone Pole	51
Thomason	SYP#10 PENTA TREATED	Class 5 30' Telephone Pole	5

**Lot B – Reels of Conduit**

Lot B is comprised of the following Supplies:

Vendor	Part #	Material Description	Quantity
Blue Diamond	BDL163OR	Orange 1.5" SDR HDPE Conduit 6200ft Reel	10 reels
Blue Diamond	BD1163BK-T-10-UV	Aerial 1.5" Black HDPE	3 partial reels totaling 3300ft

**4. Supplies Condition**

The Supplies were purchased in 2012. The Supplies are being sold “AS IS – WHERE IS.” There are no service or support options associated with this sale. Nothing in this Request for Bids or any related documentation shall create any express or implied warranties or guarantees of performance. MassTech specifically disclaims all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

## 5. Buyer Requirements

- The buyer must provide a bank check or money order at the time of the sale. The Supplies will not be relinquished to the buyer prior to receipt of payment.
- The buyer must pay any and all taxes due on any Supplies purchased from MassTech. MassTech is a tax-exempt organization and does not collect taxes.
- The buyer is responsible for transferring and/or obtaining any registration and insurance required for the Supplies.
- The buyer must be able to accept responsibility for the Supplies upon purchase and transfer of possession.
- The buyer must execute and abide by the terms of the Agreement, including agreeing to properly dispose of the Supplies at the end of its useful life.
- The buyer must make payment in full to MassTech, execute the Agreement, and remove the Supplies from MassTech's possession within thirty (30) calendar days of notice of bid acceptance. The buyer is solely responsible for the removal and transportation of the Supplies from the storage facility located in West Springfield, Massachusetts.

## 6. Pre-Bid Supplies Inspection

The Supplies will be made available for pre-bid inspection, upon request, at its present location and at mutually agreeable time. Requests for a pre-bid inspection should be submitted by electronic mail to [proposals@masstech.org](mailto:proposals@masstech.org) no later than 12:00 p.m. EST on July 26, 2017 with the following Subject Line: "Pre-bid Inspection Request – RFB No. 2017-MBI-05".

## 7. Bid Submission Schedule

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

Notice of Disposition Released	June 22, 2017
Requests for Inspection	July 26, 2017 at 12:00 p.m. EST
Electronic Bids Due	August 2, 2017 at 3:00 p.m. EST

## 8. Instructions for Submission of Bids

Bidders are cautioned to read carefully and to conform with the requirements of this specific Notice. Failure to comply with the provisions of this Notice may serve as grounds for rejection of a bid. Bids received later than the date and time specified below will be rejected and returned to the Bidder unopened. MassTech assumes no responsibility or liability for late delivery or receipt of bids.

- (a) An electronic copy of the Bid consisting of a fully executed Authorized Bidder's Signature and Acceptance Form and Bid Form (see Attachment A) shall be submitted by **3:00 p.m. EST on August 2, 2017**, via email to [proposals@masstech.org](mailto:proposals@masstech.org). Bidders must include the Notice number in the email subject line.

- (b) Any and all data, materials and documentation submitted to MassTech in bid to this Notice shall become MassTech's property and shall be subject to public disclosure under the Massachusetts Public Records Act. In this regard, Bidders are required to sign the Authorized Bidder's Signature and Acceptance Form, set forth as Attachment A hereto. By executing the Authorized Bidder's Signature and Acceptance Form and submitting a bid pursuant to this Notice, Bidder agrees that MassTech shall not be liable under any circumstances for the disclosure of any materials submitted to MassTech pursuant to this bid or upon the Bidder's selection.

## **9. Other Provisions**

### **9.1 General Information**

- (a) Unless otherwise specified in this Notice, all communications, bids, and documentation must be in English, and all bid proposals or figures in U.S. currency. All bids must be submitted in accordance with the specific terms of this Notice.
- (b) Bidders are prohibited from communicating directly with any employee of MassTech except as specified in this Notice, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this Notice. Bidders may contact the individual identified in this Notice in the event this Notice is incomplete. The foregoing notwithstanding, Bidders who have questions concerning the submission of materials to MassTech or any other questions related to these matters, may contact Michael Baldino, Esq., at MassTech.
- (c) The Procurement Team Leader may provide reasonable accommodations, including the provision of material in an alternative format, for qualified Bidders with disabilities or other hardships. Bidders 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.
- (d) MassTech shall not be responsible for any costs or expenses incurred by Bidders in responding to this Notice.
- (e) The Bidder may not alter the Notice or its components except for those portions intended to collect the Bidder's bid (Cost pages, *etc.*). Modifications to the body of this Notice, specifications, terms and conditions, or which change the intent of this Notice are prohibited. Any modifications other than where the Bidder is prompted for a bid will disqualify the bid.
- (f) Submitted Bids must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.

### **9.2 Waiver Authority**

MassTech reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the bid, to accept or reject any or all bids received, to negotiate with all qualified Bidders, to amend or modify this Notice prior to the deadline for submission of bids, and/or cancel all or part of this Notice at any time prior to awards.

### **9.3 Changes/Amendments to Notice**

This Notice has been distributed electronically using the MassTech website and may be posted to the Commonwealth of Massachusetts CommBuys website. It is the responsibility of Bidders to check the MassTech and CommBuys websites for any addenda or modifications to this Notice to which they intend to respond. MassTech, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to Bidders who submit a bid based on an out-of-date document.

**ATTACHMENT A**

**MASSACHUSETTS TECHNOLOGY COLLABORATIVE  
AUTHORIZED BIDDER'S SIGNATURE AND ACCEPTANCE FORM**

The undersigned is a duly authorized representative of the Bidder listed below. The Bidder has read and understands the Notice requirements. The Bidder acknowledges that all of the terms and conditions of the Notice are mandatory, and that Bidder's bid is compliant with such requirements.

The Bidder understands that, if selected by MassTech, the Bidder and MassTech will execute written agreements (Attachments B and B1), collectively the Agreement) specifying the mutual requirements of participation. The undersigned has either (*please check one*):

- specified exceptions and counterproposals to the terms and conditions of the Agreement;
- agrees to the terms and conditions set forth therein.

The undersigned acknowledges and agrees that the failure to submit exceptions and counterproposals with this Bid shall be deemed a waiver, and the Agreement shall not be subject to further negotiation.

Bidder agrees that the entire Bid will remain valid for sixty (60) days from receipt by MassTech.

I certify that Bidder is in compliance with all corporate filing requirements and State tax laws.

I further certify that the statements made in this Bid submitted in response to the Notice, including all attachments and exhibits, are true and correct to the best of my knowledge.

Bidder: \_\_\_\_\_  
(Printed Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Bid Cover Form

Name of Bidder						
Mailing Address		City/Town		State		Zip Code
Telephone		Fax		Web Address		
Primary Contact for Clarification				Primary Contact E-mail Address		
Authorized Signatory				Authorized Signatory E-mail Address		
Legal Status/Jurisdiction (e.g., a Massachusetts corporation)				Bidders DUNS No.		
<b><i>Bidders should complete one of the bid box options below based upon the lots or items being bid on:</i></b>						
Total Bid for Both Lots A and B:		Total Bid for Lot A:		Total Bid for Lot B:		
Individual Piece Bid Total (please identify by item the quantity, unit price, and Total Bid below):						
<b>Vendor</b>	<b>Part #</b>	<b>Material Description</b>	<b>Available Quantity</b>	<b>Bid Quantity</b>	<b>Bid Unit Price</b>	<b>Total Bid Price (Bid Qty x Bid Unit Price)</b>
Thomason	SYP#10 PENTA TREATED	Class 5 40' Telephone Pole	51			
Thomason	SYP#10 PENTA TREATED	Class 5 30' Telephone Pole	5			
<b><u>Reels of Conduit</u></b>						
<b>Vendor</b>	<b>Part #</b>					
Blue Diamond	BDL163OR	Orange 1.5" SDR HDPE Conduit 6200ft Reels	10 reels			
Blue Diamond	BD1163BK-T-10-UV	Aerial 1.5" Black HDPE	3 partial reels totaling 3300ft			
Total Bid Price on all individual pieces						

**ATTACHMENT B****SALE OF SURPLUS ASSETS AGREEMENT**

This Sale of Surplus Assets Agreement (the "Agreement") is made and entered into as of Insert Date (the "Effective Date") by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative, an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581 ("MassTech"), and <Full legal name of buyer>, with a principal office and place of business at <Full legal address> ("Buyer").

Whereas, MassTech desires sell certain surplus assets and Buyer desires to purchase such surplus assets in accordance with the terms and conditions of this Agreement.

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

1. **ACCEPTANCE:** Buyer hereby expressly acknowledges that Buyer has made a full and complete inspection of (or has had a reasonable opportunity to inspect) the material and expressly agrees to accept the material in its present condition.
2. **ASSIGNMENT:** This Agreement is not assignable by Buyer without the express written consent of the MassTech. Any attempted assignment without such consent shall be null and void and shall constitute a default of this Agreement.
3. **BUYER'S INFORMATION:** No specifications, drawing, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise, furnished by Buyer to MassTech under this Agreement or order or in contemplation of this Agreement or order shall be considered by Buyer to be confidential or proprietary.
4. **COMPLIANCE WITH LAWS:** Buyer and all persons furnished by Buyer shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act and the Resource Conservation and Recovery Act and all other federal, state and local laws, ordinances, regulations, and codes, including identification and procurement of required permits, certificates, and inspections, in performance under this Agreement. Buyer agrees to indemnify MassTech for any loss or damage that may be sustained by reason of any failure to do so.
5. **DETERMINATION OF COUNT AND CLASSIFICATION:** At the time of shipment, Buyer or Buyer's representative shall have the privilege of checking MassTech's determination of count and classification of the material. If Buyer's determination differs from MassTech's, a determination of count and classification shall be reached by mutual agreement before the material is shipped. If Buyer or Buyer's representative fails to make a check at the time of shipment, MassTech's determination of count and classification shall control.
6. **DISCLAIMER OF WARRANTIES:** The material sold under this agreement is sold as used or surplus material and is sold "as is - where is" with all faults, latent and patent. MassTech makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose or warranty against patent, trade mark, copyright, or trade secret infringement.
7. **EXPORTS:** Buyer will be responsible for complying with any and all laws and regulations of the United States relating to the export of the materials, including but not limited to, the Export Control Regulations of the United States Department of Commerce.
8. **FORCE MAJEURE:** MassTech shall not be liable for any loss, damage, or delay caused by strikes, picketing, labor disturbances, riots, fires, insurrection, or the elements, embargoes, failure of carriers, inability to obtain facilities or to obtain materials, Government Regulations or requirements, acts of God or the public enemy, or any cause beyond its control whether or not similar to the foregoing.

9. **IDENTIFICATION:** No identification or simulation thereof MassTech, Massachusetts Technology Park Corporation (MTPC) or any affiliated enterprise thereof, including but without limitation the Massachusetts Technology Collaborative (“affiliates”), references to MassTech and its customers or references to codes, drawings or specifications of MassTech, MTPC or their affiliates will be used in any of Buyer’s advertising or promotional efforts without MassTech’s prior written permission. Unless otherwise agreed in writing, Buyer shall remove any MassTech, MTPC or affiliate identification, trade names, trademarks, insignia, symbols or evidence of MassTech’s inspection prior to any sale, or use of the material. Buyer agrees to indemnify MassTech and its respective agents, officers, directors and employees against any claim arising out of Buyer’s failure to do so. This clause does not modify the USE OF INFORMATION clause.
10. **INFRINGEMENT:** The purchase of the material under this agreement does not convey by implication or otherwise any licenses under any patent, trademark, copyright, trade secret or other proprietary interest, domestic or foreign. MassTech makes no representation or warranty that the use of any material, supplies, program, documentation or technical information furnished under this agreement will not infringe or misuse any patent, trademark, copyright, trade secret, or other proprietary interests of any third party, and it shall be Buyer’s sole responsibility to make such determination as is necessary with respect to the acquisition of license or other rights under patents or with respect to other rights of third parties, including rights to programs and documentation. MassTech shall not be held to any liability with respect to any claim made by any third party on account of, or arising from the use of such material, supplies, program, documentation, or technical information. Buyer agrees to indemnify and save harmless MassTech and its respective agents, officers, directors and employees, from any and all costs, expenses, liabilities, and claims for infringement or misuse of any patents, trademarks, copyrights, trade secrets, or other proprietary interests in any foreign country or in the U.S.A.
11. **LIMITATIONS OF LIABILITY:** In no event will MassTech be liable for incidental, consequential, special or indirect damages, whether arising out of breach of warranty, breach of contract, negligence, strict tort liability, or otherwise. In no event shall MassTech be liable for damages in excess of the purchase price stated in this Agreement.
12. **TAXES:** Buyer shall be required to pay any tax or related charge with respect to services rendered or the sale, use, or delivery of material.
13. **TITLE AND RISK OF LOSS:** Unless otherwise agreed in writing, title to the material shall at all times remain in MassTech until MassTech shall have received payment in full of the purchase price; and no part of the material may be removed by Buyer prior to receipt of full payment. After payment of the purchase price, MassTech will deliver an executed Bill of Sale with the material in the form attached to this Agreement at Attached C(i). Buyer shall have risk of loss from the time the material is made available to Buyer prior to removing it from MassTech’s premises.
14. **AGREEMENT FOR SUPPLIES END OF LIFE:** The Buyer agrees to dispose of the supplies contained in Appendix A in a manner acceptable with all applicable local, state or federal regulations pertaining to environmental concerns. The Buyer also accepts responsibility for the supplies at the time this contract is dated and signed. Responsibility includes the proper handling, use and disposal of the supplies.
15. **ADDITIONAL CONDITIONS:** Buyer is responsible for all supplies removal from site. Buyer hereby represents to MassTech that this sale is not inconsistent with any prior agreement between Buyer and MassTech, including but without limitation any agreement relating to Section 170(e)(4) of the United States Internal Revenue Code.
16. **PUBLIC RECORDS.** As a public entity, Mass Tech Collaborative is subject to the Massachusetts Public Records Law (M.G.L. c.66 and 66A) and thus certain documents and other materials made or received by Mass Tech Collaborative are subject to public disclosure unless they are specifically exempted. Contractor specifically acknowledges that it bears the risk that any material submitted by Contractor to Mass Tech Collaborative pursuant to this Agreement may be subject to public disclosure.

17. **CHOICE OF LAW:** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state or federal court sitting in the Commonwealth. By execution and delivery of this Agreement, each of the parties accepts for such party, generally, exclusively and unconditionally, the jurisdiction of said courts. This Section shall not be construed to limit any other legal rights of the parties. Contractor acknowledges and agrees that any breach or threatened breach of this Agreement by Contractor will result in substantial, continuing and irreparable damage to MassTech. Therefore, in addition to any other remedy that may be available to MassTech, MassTech will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach by Contractor of the terms of this Agreement.

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

19. **BINDING EFFECT; BENEFIT; ENTIRE AGREEMENT AND ATTACHMENTS:** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and *no Person shall be regarded as a third party beneficiary of this Agreement.* This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with Mass Tech Collaborative, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules and attachments thereto) are hereby incorporated into this Agreement by reference:

(a) Attachment B(1) – Bill of Sale

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

**The Massachusetts Technology Park Corporation** <Full legal name of buyer>  
**d/b/a Massachusetts Technology Collaborative**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B(1)**

**FORM OF BILL OF SALE**

**KNOWN ALL MEN BY THESE PRESENTS**, that Massachusetts Technology Collaborative (“MassTech”) for and in consideration of the sum of lawful money of the United States to it in hand paid, in the amount of **\$xx,xxx.xx** at or before the signing and delivery of these presents by *<Full legal name of buyer>* (“Buyer”), the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto Purchaser all of its rights, title and interest in the following described Material:

**Material:**

*<Place itemized list of equipment here or reference Appendix.>*

**DISCLAIMER OF WARRANTIES:** The material sold under this Bill of Sale is sold as used or surplus material and is sold “as is - where is” with all faults, latent and patent. MassTech makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, or warranty against patent, trademark, copyright, or trade secret infringement.

**LIMITATION OF LIABILITY:** In no event will MassTech be liable for incidental, consequential, special, or indirect damages, whether arising out of breach of warranty, breach of contract, negligence, strict or tort liability, or otherwise. In no event shall MassTech be liable for any damages in excess of the purchase price.

**IN WITNESS WHEREOF**, MassTech and Buyer have caused this Bill of Sale to be signed by its duly authorized representative this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**The Massachusetts Technology Park Corporation** *<Full legal name of buyer>*  
**d/b/a Massachusetts Technology Collaborative**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_