

Town of Dedham
Rana Mana-Doerfer
Director of Procurement



Department of Public Works
55 River Street
Dedham, MA 02026
FAX (781) 751-9159
Website: www.dedham-ma.gov

Town-Wide Grass Cutting & Landscaping Services

Invitation for Bid

23DPW001

Release Date	Monday October 17th, 2022
Pre-Bid Conference	No
Deadline for Questions	Monday October 31st, 2022 @ 12:00 PM
Bids Due	Thursday November 10th, 2022 @ 12:00 PM

Procurement Overview

Primary Contact (bid questions)	Rana Mana-Doerfer, Director of Procurement 781-751-9105
Contract Manager	Joseph M. Flanagan, Director of Public Works
Bid Package Available	Monday October 17 th , 2022 Information and details of bidding requirements may be obtained at the Town Manager's Office, 450 Washington St, Dedham, MA 02026, 3 rd floor for a \$50 non-refundable fee, or online at the Town's Website for FREE
Pre-Bid Meeting	None for this procurement
Bid Deposit	5% bid deposit is required as part of bid
Deadline for Written Questions	Monday October 31 st , 2022 @ 12:00 PM By Mail: 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer By Email: procurement@dedham-ma.gov By Fax: 78-751-9330 All Question Will be Answered in a formal addendum
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's Webpage and emailed to all bidders on our recorded bidders list.
When and Where Bids are Due	Thursday November 10 th , 2022 @12:00 PM. Town Hall, 450 Washington St, Dedham, MA 02026.
Bid Opening	Thursday November 10 th , 2022 @ 12:00 PM Dedham Town Hall, Room 305, 3 rd Floor
Number of Required Copies	One (1) original, One (1) copy. Two (2) total
Contract Award	Award will be made within 30 business days upon Town Manager and Town Counsel Approval and Signature
Contract Length	This Agreement shall be for a term commencing upon execution of agreement and ending June 30 th , 2023. This agreement may be renewed or extended for up to 2 years, in one-year terms, at the sole discretion of the Town.

SECTION 1: INTRODUCTION

INTRODUCTION

In accordance with M.G.L. c. 30.39M, as may be amended, the Town of Dedham, through its Chief Procurement Officer, is issuing an Invitation for Bid ("IFB") for Town-Wide Grass Cutting & Landscaping Services.

This Agreement shall be for a term commencing upon execution of agreement and ending June 30th, 2023. This agreement may be renewed or extended for up to 2 years, in one-year terms, at the sole discretion of the Town.

ANTICIPATED IFB TIMETABLE

IFB issued	Monday, October 17 th , 2022.
Deadline for submitting questions	Monday October 31 st , 2022 @ 12:00 PM
Bids Due	Thursday November 10 th , 2022 @ 12:00 PM
Award of contract	December 2022

Rule for Award: The Town of Dedham will award the resulting contract to the responsive and responsible bidder with the lowest total bid price.

The Town of Dedham reserves the right to reject any or all bids and to waive any minor informalities. The award of this contract is subject to approval by the Town Manager and Town Counsel and is contingent on availability of funds.

SECTION 2.0: GENERAL INSTRUCTIONS AND CONDITIONS

1. Bid Open Date: Pursuant to [M.G.L. Chapter 30.39M](#), the Town of Dedham seeks bids from qualified vendors interested in providing Town-Wide Grass Cutting & Landscaping Services for a one-year contract period. **Bidder shall submit one (1) original, and one (1) copy of their bid in a sealed envelope, properly labeled as "23DPW001 Town-Wide Grass Cutting & Landscaping Services."**

Bids are due on or before Thursday, November 10th, 2022 @ 12:00 PM at the Town Manager's Office. Late bids will not be considered.

2. Time for Award: The Chief Procurement Officer, after a recommendation from the initiating department head shall review and award. An award of contract will be made within thirty (30) business days after the bid submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) business days by mutual agreement.

3. Addenda: If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the IFB package. If the Town issues any addenda to this IFB, each bidder shall acknowledge on the Price Bid Form the receipt of each addendum, by addendum number.

4. Questions concerning this IFB must ONLY be submitted in writing to Rana Mana-Doerfer, Director of Procurement before 12:00 PM Monday, October 31st, 2022. Questions may be emailed to procurement@dedham-ma.gov Or mailed to 450 Washington St, Dedham, MA, 02026. Attn: Rana Mana-Doerfer. Written responses will be emailed to all bidders on record as having received the IFB package.

The Town of Dedham has identified a sole point of contact with bidders for the purpose of this IFB. Any attempt to contact any other Town of Dedham employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.

5. Modify Bid: All bids received by Dedham in response to this IFB shall be considered “firm” and may only be withdrawn as provided by [M.G.L. c.30, § 5\(f\)](#). A proposer may correct, modify, or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of Procurement prior to the time and date set

6. Withdrawal of Bid: Once a bid is submitted and received by the Town for final consideration and comparison with other bids similarly submitted, the Bidder agrees that they may not and will not withdraw their bid within thirty (30) consecutive days after the actual date of opening bids.

7. Miscalculation of Bid Price: After the bid submission deadline, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid and the proposer will be notified in writing; the proposer may not withdraw the bid. A proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident. Wherever there is a discrepancy between the bid price and the written words, the written word shall prevail.

in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

8. Conditional Bid: Bids which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.

9. Conflict of Interest: It is prohibited for any bid to be submitted that would constitute a violation of the conflict-of-interest statute, M.G.L. chapter 268A.

10. IFB: This Invitation for Bid (IFB), with all of its terms and conditions, will be part of the contract.

11. Invoices & Reporting: Upon verification that the work has been completed, invoices must be sent to Town of Dedham, Department of Public Works, 55 Rivers St, Dedham MA 02026.

Each bill shall contain a cover sheet listing the broken-out labor and materials cost, and back-up documents including materials costs, and other relevant information. Invoices shall not be processed for payment until the above information is provided in a format acceptable to the Director of Public Works, or designee. Invoices for on-call services must specify the cost of labor, hours worked, and cost of materials for each project. Invoices shall be itemized by units and by location or project.

All invoices submitted in the manner stated above will be processed and forwarded to the Town Accountant for payment upon submission of an invoice and acceptance of the work by the Director of Public Works or their designated agent, provided the equipment, materials, supplies and/or services have been delivered, as directed and accepted by the Town of Dedham.

The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Prepayment is NOT allowed.

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- Total number of hours worked (labor)
- Location of services performed: Building name, (e.g. Town Hall, Safety Bldg., etc.) if applicable, location address, Town department/division work was performed for
- Town purchase order number and/or bidder's quote number
- Detailed itemized cost of billing for services performed (labor, materials, supplies and related items)
- Copies of supplier invoices for materials, supplies, consumables, and related materials

Additional copies of invoices and all supporting documentation shall be provided upon request.

Invoices submitted for payment by the Contractor that does not list the above information will be rejected and not paid.

12. Evaluation of Bids: Bids will be evaluated in good faith and bidders are expected to bid in good faith on repairs and/or services that will be charged to the Town in order to successfully complete the repairs as needed. An eligible bidder is a bidder who has submitted a bid that conforms in all respects to the invitation for bids. A responsible bidder is a bidder who has the capability to perform fully the contract requirements and the integrity and reliability that assure good faith performance.

All bids submitted in response to this IFB will be evaluated in accordance with the provisions established under Massachusetts General Law Chapter 30b. Bidders will be required to adhere to the guidelines established under this statute.

13. Use of Trade Names: The use of a proprietary or trade name in any description of equipment, materials or supplies in this IFB is not intended to restrict this IFB to the

manufacturer or proprietor; instead, it is intended only to describe, by convenient reference to familiar products, the features or characteristics required by the Town of Dedham. Further, the use of any trademark in any description of equipment, materials or supplies does not constitute any endorsement of the product by the Town of Dedham.

Any item that is the equivalent, in style, quality dimensions and color, to the brand specified will be acceptable to the Town of Dedham. Items not marked on the cost bid form, as being equivalent shall be evaluated as being the item specified and be ordered as such, if an award is made. The Town of Dedham will be the sole judge as to the fitness of any equivalent item for the purpose intended in this bid.

14. References: Bidders shall provide the Town of Dedham with at least five references from clients of similar scope and size to this IFB. Bidders shall not list the Town of Dedham as a reference.

15. Rule for Award: A contract shall be awarded pursuant to M.G.L. Chapter 30b to the responsible and eligible bidder offering the lowest total bid price.

These specifications are in anticipation of funding. All contracts are voided if funds are not available.

In case a party to whom a Contract is awarded shall fail or neglect to execute the Contract within 14 days (Saturdays, Sundays and Holidays excluded), the Town may determine that the Bidder has abandoned the Contract and may award the contract to the next lowest bidder. THIS CLAUSE WILL BE STRICTLY ENFORCED.

16. Town's Rights: The Town of Dedham reserves the right to seek alternative quotes and execute an agreement, if needed, pursuant to proper procurement statutes for work covered under this IFB.

17. Town of Dedham Standard Contract: These specifications contain a copy of the Town of Dedham Standard Contract that the successful bidder will be required to sign upon notification of contract award. The Town of Dedham Standard Contract must be executed prior to the acceptance of any services.

18. Bid Deposit: Bidders must submit a five percent (5%) bid deposit with their bid. The bid deposit must be in the form of a bid bond issued by a surety company certified to do business in the Commonwealth of Massachusetts; a certified treasurer's or cashier's check drawn on a responsible bank or trust company payable to the Town of Dedham.

19. Prevailing Wage Requirements: NOT Required.

20. Payment & Performance Bond Requirements:

If the value of the contract is over \$25,000 or more, the following shall apply: LABOR & MATERIALS BOND (PAYMENT BOND) Pursuant to M.G.L. c. 30, §39M(c);, M.G.L. c. 149, §29, the Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, in an amount of one half of the total Contract price for payment for labor performed or furnished and materials used or employed therein, when the Contract is executed. The payment bond shall be on the form provided by the Town.

It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the OWNER to the CONTRACTOR, shall in no way void, release or affect the liability and surety on the bond given by the CONTRACTOR.

In case to whom a contract is awarded shall fail or neglect to submit a payment & performance bond within the five days as pursuant to M.G.L. c. 30, §39M(c);, M.G.L. c. 149, §29 the Town may determine that the Contractor has abandoned the contract and may award the contract to the next lowest responsible and responsive bidder. THIS CLAUSE WILL BE STRICTLY ENFORCED.

21. DCAMM Certification Requirements: DCAM Certification as a General Contractor for this project is not required.

22. OSHA Requirement: The bidder certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee (Chapter 306 of the Acts of 2004).

No contract will be issued to a vendor without proof of OSHA certification pursuant to M.G.L. c. 149, §44A.

23. General Safety, Licenses, & Performance:

The contractor's personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required by the Town of Dedham under the Commonwealth of Massachusetts regulations.

The contractor must submit the names and all qualifying materials of the site supervisor that will be assigned to this project. All work will be done in accordance with applicable industry standards, codes, and regulations, and/or manufacturer's

specifications. Contractor is responsible for providing adequate safety measures during work to ensure protection of life and property.

Any Town buildings, grounds and surrounding property damaged by the selected contractor will be restored to its original state, at the cost of the selected contractor. The contractor shall be informed that there is a thirty (30) day cancellation clause in this contract for improper service.

Complaints not rectified within a reasonable length of time from day of notice as determined by the Town may cause the Town to notify the contractor by registered or certified mail that the contract will be cancelled thirty (30) days from the date of the letter.

Any defective workmanship shown to be caused by improper or faulty installation shall cause the Contractor to correct, repair and/or replace all material and labor at no cost to the Town. The Contractor will warrant that all workmanship shall be first class and shall be performed by persons qualified and licensed in their respective trades.

Any additional work that is performed beyond this agreement must be approved by the appropriate Town authority. The absence of approval from the appropriate Town authority will be considered a violation of the contract.

24. Insurance: Insurance Certificates indicating coverage for general liability, property damage, and workers' compensation as outlined in Sample Agreement available online and must include the Town of Dedham as additionally insured (at time of award). The selected bidder shall take out and maintain during the life of this contract Workers' Compensation Insurance for all employees employed on the site of this project, 23DPW001 in a manner and to the extent provided by Chapter 152 of the General Laws, and shall provide the Town with written evidence showing compliance with this statute at the time of award. The selected Bidder shall indemnify and save the Town harmless from and against all claims, suits, damages, and outlays resulting from or by reason of loss, damage or injury of or to any person or property, wherever located which shall be caused by any action or operation under this agreement

25. Permits, Fees, and Notices: The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. The Contractor shall coordinate all efforts required to obtain these permits unless otherwise directed in writing by the Town. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, codes, and lawful orders of public authorities bearing on the performance of the Work. The Town will not honor any request for payment of permits.

26. Change Orders: A change order may be issued by the Town of Dedham for changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Town of Dedham-furnished facilities, equipment, materials, services, or Site; or (4) the schedule for performance of the Work. The Contractor shall immediately perform any change order work that is ordered in writing by the Town.

The Town is not obligated to pay for change orders that are not approved in writing by the Town Manager.

27. Orders: Verbal Orders are not binding on the Town of Dedham and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of Town Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the Town. Purchase Orders issued by the Town to pay for goods or services shall be made part of the contract.

28. Examination of Premises: -RESERVED- Not Applicable.

29. Quality of Workmanship: Fully qualified, OSHA certified, skilled personnel must do all work in a thorough workmanlike manner. The Contractor shall be fully qualified to perform repairs and maintenance to all elevator units and related work. The Town of Dedham reserves the right to judge on the quality of workmanship of those bidding based on prior work performed and/or reference checks. Quality of workmanship and references will be a determining factor when awarding this bid.

30. Experience:

- All bidders must furnish proof of a minimum of three (3) continuous years in business.
- All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last five (5) years.
- All employees scheduled to work on any Town property must be properly licensed. The Town reserves the right to request license information from all employees performing services on Town property.

31. Laws and Regulations: The Contractor shall comply with all Federal, State and Local Ordinances and Regulations governing the type of work indicated in these specifications.

32. Removal of Debris: The Contractor will remove all debris and dispose of in accordance with all applicable laws, after work is completed

SECTION 2.1: REJECTION OF BIDS

The Town of Dedham reserves the right to reject any and all bids received in response to this IFB. The Town also reserves the right to waive what it may consider minor informalities with bids submitted. A bidder's bid may be rejected if the bidder:

1. Fails to adhere to one or more of the provisions established in this IFB.
2. Fails to submit its bid at the time and in the format specified herein or to supply the minimum information requested.
3. Fails to meet unconditionally or is unable to demonstrate competence to meet the mandatory technical and business specifications required by this IFB.

4. Fails to submit its bid to the required address on or before the deadline date established by the Transmittal Letter.
5. Fails to submit any of the following: Certificate of Authority, Tax Compliance, Non-Collusion, W9, as specified in this IFB.
6. Misrepresents its products or provides demonstrably false information in its bid or fails to provide material information.
7. Fails to sign the Form for General Bid.
8. Fails to submit the required 5% Bid Bond at the time of bid opening.
9. Does not meet some or any of the Quality Requirements as required in this IFB.

SECTION 2.2: FORM AND STRUCTURE OF BID

One complete original and one copy of the bid must be submitted in a sealed envelope and labeled as follows: 23DPW001 Grass Cutting & Landscaping Services
To be considered a complete bid, bidders must include all the following in their submittal.

The bid must be organized in the following manner:

The bid is to be submitted and addressed as follows:

Director of Procurement
Dedham Town Hall
3rd Floor, Suite 322
450 Washington St,
Dedham, MA 02026

The bid is to be clearly marked IFB 23DPW001 Grass Cutting & Landscaping Services

1. Bidder must acknowledge all addenda related to this IFB, if any.
2. Bidder has completed and returned the Acknowledgment of Receipt form (via fax or email).
3. Bidder has completed, signed, and enclosed the Bid Form A: Bid Price Form or an exact copy.
4. Bidder has completed, signed, and enclosed the Bid Form B: Bidder Information Response form.
5. Bidder has completed, signed, and enclosed the Bid Form C: Certificate of Compliance with Massachusetts Tax Laws or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
6. Bidder has completed, signed, and enclosed the Bid Form D: Non-Collusion
7. Bidder has completed, signed, and enclosed the Bid Form E: Non-Debarment.

8. Bidder has completed, signed, and enclosed the Bid Form F: Certificate of OSHA Training.
9. Bidder has provided at least five (5) references on the Bid Form G: Professional Reference Form Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package).
10. Bidder must submit a completed Bid Form H: Certificate of Authority (attached) or Corporate Resolution; if applicable.
11. Bids must be received, and time stamped no later than the deadline stated in the Procurement Schedule (Where and When Bids are Due).
LATE BIDS WILL NOT BE CONSIDERED.
12. A Bid Deposit is required.
13. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
14. Any additional requirements as required in the Scope of Service.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

SECTION 3: SPECIFICATIONS FOR Grass Cutting and Landscaping Services

A. SCOPE

Provide all the labor, material, equipment, transportation, and supervision necessary to accomplish all grass cutting, lawn maintenance and landscaping services at Town-owned buildings, and parks/open areas not associated with a building up to 30 times a year. A one (1) year contract term commencing upon signature of the contract through June 30th, 2023, with two additional one-year options at the sole discretion of the Town from July 1, 2023 – June 30th, 2024, and July 1, 2024 – June 30th, 2025 respectively

The Town reserves the right to request a price quote for services prior to the start of work. Should a price quote be requested, successful bidder(s) shall present price quote for approval and acceptance by the Town's designated representative. All related warranty information or Material Safety and Data Sheet ("MSDS ") information shall be included as part of the any/all price quote package. If not included in the price quote package, no additional costs or fees, including but not limited to, fuel surcharges, freight & handling, travel, etc., shall be assessed or billed to the Town by the bidder.

The work shall include, but not be limited to:

- 1) Grass will be cut at a height not less than two (2) inches or more than three and one half (3 ½) inches.
- 2) Mowing will be done at intervals of not more than (14) days, weather permitting. Mowing shall not occur during extreme rain or drought conditions, when it shall be harmful to turf.
- 3) Grass will be trimmed around all trees, shrubs, poles and signs after each cutting.
- 4) Grass will also be trimmed at steps and walks not reached by mowers.
- 5) Planting beds, sidewalks and curbs will be edged monthly between May and October.
- 6) Sidewalks and curb areas will be cleaned after each mowing with all cutting and debris removed the day the mowing takes place.
- 7) Grass cuttings are not to be placed within 20 feet of catch basins.
- 8) Excess grass clippings will be removed after each mowing to help promote healthy appearance.
- 9) Contractor will inspect for and remove all dead grass after each mowing and at manager's discretion, reseed or replace with like sod all sparse areas.
- 10) Shrub and flower beds will be weeded weekly.
- 11) Poison Ivy will be spot sprayed.
- 12) Shrubs will be pruned to their previous shape. New growth will be taken off without altering the previous year's established growth. This will only be done without restricting its natural growth habit. Shade and ornamental trees will only be crowned to an eight (8) foot height. This will permit the tree to develop a full head, without causing it to grow wide into the building.
- 13) The contract is to be supervised by an officer or manager of the Contractor, who is to be on-site weekly. The supervisor shall meet with Public Works Director monthly between the months of April and October to review progress on the landscaping schedule. The supervisor is to have authority to direct employees of the Contractor and to take action on requests for service and complaints.
- 14) Debris will be removed from all lawn and planting bed areas during the contract season on a weekly basis.
- 15) All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals must be applied by licensed personnel. SDS sheets must be provided for all chemicals to be used during the execution of this contract.
- 16) Materials selected by the Contractor must be applied in accordance with manufacturer's directions and all applicable laws in conjunction with Manager's

schedule. Where alternate products are available, the environmental impact of the products will govern which is used after approved by Manager.

- 17) Adequate personnel and equipment of Contractor's selection must be provided to permit the timely completion of all operations.

The Work shall take place at the following locations:

1. Village Cemetery

- Cemetery is located at 30 Village Ave
- The entire cemetery and the outside of the wall on Village Avenue
- The street area outside the fence in the rear of the cemetery along Martin Bates Street
- Extra care shall be taken around historic gravestones and monuments
- Small mowers will be used
- Weed wackers shall use extra care around monuments so not to cause damage from the trimmers
- Mulch certain trees and monuments in Cemetery. These locations will be determined by the Director

2. Rustcraft Road Train Station

- Cut and trim grass at train station entrance at the crosswalk area.
- Cut and trim grass along sidewalk at Train Station in the drop off area

3. Central Avenue

- i. Cut – trim center island on Central Ave from Rustcraft Rd to Jersey Street
- ii. Mulch specified trees in islands
- iii. Cut edge of road from Matthews Street to Rustcraft Rd
- iv. Cut open areas at the intersection of Central Ave and Rustcraft Rd

4. Highland Street

- i. Cut - Trim - Weed area on Highland Street from Lowder street to Martin Bates Street.
- ii. Both sides of streets.
- iii. Mulch Trees along wall Highland Street

5. Highland Street at Washington Street

- Cut - Mulch - Weed - Trim Plant flowers and shrubs along hill at Highland Street and Washington Street
- Cut and trim the area of the bus stop at Highland Street and Elm Street area

6. Court Street Rotary

- Mulch - Weed rotary.
- Mulch Tree and weed flowers

7. Washington Street

- Cut – Trim center island and sidewalks on both sides from Boston Line to Providence Highway
- Include grass area at East St and Washington Street

- Trim bushes along Washington St Sidewalk at Lower East Street at least 2X per year to keep bushes and tree branches from encroaching into the public right of way.
 - Mulch all trees and plantings in center islands
8. Pumpstations
- The Department of Public Works maintains 3 solid waste pump stations located at Legacy Place, Glenway Street, and 960 Washington Street.
 - Cut - Trim - Weed all pump stations.
9. Gonzalez Field Parking Lot High Street
- Cut and trim the hill at Gonzalez Field parking lot
 - Mulch the weed the trees planted in the parking lot along the High Street Sidewalk
 - Weed the sidewalk, walkway, and curbing in the parking lot and steps to Gonzalez Field
 - Cut and trim the grass area from the parking lot to Cecil Place
 - Mulch and weed the planting area and monuments along East Street from the parking lot to Cecil Place
10. Avery Street Hill
- Cut and trim the hill on Avery Street from the gate at Crowley Ave to Clark Street
 - Cut and maintain swale along Avery Street
11. Lower Square - High Street Bridge
- Cut and trim grass and weeds under bridge between High and Harris Street
 - Pickup all trash under bridge from High St to Harris St
 - Weed and mulch flowers in island on High St from Harris to Harvard St
12. Dedham Square
- Keystone parking lot cut and trim all areas
 - Mulch and remove weeds in all islands
 - Plant flowers in all islands spring summer and fall.
 - Mulch area of sign at Eastern Ave and Providence Highway
 - Weed all street trees on Eastern Ave, High Street, Washington Street, School Street intersection and Church Street intersection
 - Install Flowers spring summer and fall throughout Dedham Square as directed
13. ECEC
- Cut and trim grass Deerpath Rd and High ST
 - Cut and trim grass Booth Rd and High Street
 - Cut trim and weed islands on High Street in front of the Early Childhood Educational Center
 - Cut and trim the area along the front of the ECEC between the entrance and exit

- Install plantings that will be approved by the Director in the islands on High St in front of the ECEC.

14. East Dedham Square

- i. Mulch all traffic islands
- ii. Plant and weed all traffic islands
- iii. There are Five traffic islands in East Dedham Square
 1. High St
 2. Milton St at the traffic signals
 3. Milton St at Walnut Street
 4. Bussey St
 5. Sawmill Ln

15. River St 4 Corners

- Mulch all traffic islands
- Plant and weed all traffic islands
-

16. Avery School- 336 High Street

- Spring and Fall cleanup including removal of leaves, weeds and debris along front and back sides of school as well as practice field next to basketball court and upper playground.
- Regular maintenance cutting of all lawn areas along front entrance, parking lot areas, islands and parking strips
- Weekly lawn cutting of upper practice field and trim edges – during drought conditions and water ban reduce to once every two weeks

17. Capen School – 322 Sprague Street

- Spring and Fall cleanup including removal of leaves, weeds and debris along front and back sides of school as well as playground.
- Weekly lawn cutting of lawn areas – during drought conditions and water ban reduce to once every two weeks

18. Town Hall – 450 Washington Street

- Spring and Fall cleanup including removal of leaves, weeds and debris along front, back and sides of building entrances and parking lots
- Weekly lawn cutting of lawn strip along front sidewalk near bus stop and north side of building facing Public Safety building
- Weeding and cutting back of shrubs and plantings in all landscaped areas
- Flower bed planting at front Town Hall sign with full change of plantings for three times per year in Spring, Summer and Fall with seasonal flowering plants.

SECTION 4: Checklist and Required Forms for Submission

Town-Wide Grass Cutting & Landscaping Services
23DPW001

Company Name: _____

- Bidder has completed and returned the Acknowledgment of Receipt form (via fax or email).
- Bidder has completed, signed, and enclosed the Bid Form A: Bid Price Form or an exact copy.
- Bidder has completed, signed, and enclosed the Bid Form B: Bidder Information Response form.
- Bidder has completed, signed, and enclosed the Bid Form C: Certificate of Compliance with Massachusetts Tax Laws or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- Bidder has completed, signed, and enclosed the Bid Form D: Non-Collusion
- Bidder has completed, signed, and enclosed the Bid Form E: Non-Debarment.
- Bidder has completed, signed, and enclosed the Bid Form F: Certificate of OSHA Training.
- Bidder has provided at least five (5) references on the Bid Form G: Professional Reference Form of which at least 3 are governmental units (municipal/county/regional district/state agency/special district).
- If the bid submission is signed by someone other than the Owner/President of the company, a completed Bid Form H: Certificate of Authority of Corporate Resolution for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- The Bid Deposit (Bond) enclosed.
- Bidder acknowledged all addenda, if any

Addendum Number 1 dated _____

Addendum Number 2 dated _____

BID FORM A: Bid Sheet
23DPW001 Town-Wide Grass Cutting & Landscaping Services.
Section 1: Annual Lumpsum Pricing for the Scheduled Activities – Include Labor, Material and Equipment

Item No.	Location	Year One (1)		Year Two (2)		Year (3)	
		Rate Per Visit (30 visits w/ 2-Person Crew)	Total	Rate Per Visit (30 visits w/ 2-Person Crew)	Total	Rate Per Visit (30 visits w/ 2-Person Crew)	Total
1	Village Cemetery	\$	\$	\$	\$	\$	\$
2	Rustcraft Road Train Station	\$	\$	\$	\$	\$	\$
3	Central Avenue	\$	\$	\$	\$	\$	\$
4	Highland Street	\$	\$	\$	\$	\$	\$
5	Highland Street at Washington Street	\$	\$	\$	\$	\$	\$
6	Court Street Rotary	\$	\$	\$	\$	\$	\$
7	Washington Street	\$	\$	\$	\$	\$	\$
8	PumpStations	\$	\$	\$	\$	\$	\$
9	Gonzalez Field Parking Lot High Street	\$	\$	\$	\$	\$	\$
10	Avery St Hill	\$	\$	\$	\$	\$	\$
11	Lower Square – High St Bridge	\$	\$	\$	\$	\$	\$
12	Dedham Square	\$	\$	\$	\$	\$	\$
13	ECEC	\$	\$	\$	\$	\$	\$

14	East Dedham Square	\$	\$	\$	\$	\$	\$
15	River St 4 Corners	\$	\$	\$	\$	\$	\$
16	Avery School - 336 High Street	\$	\$	\$	\$	\$	\$
17	Capen School - 322 Sprague Street	\$	\$	\$	\$	\$	\$
18	Town Hall - 450 Washington Street	\$	\$	\$	\$	\$	\$
Annual Total (Sum of the annual pricing for the above-mentioned locations)		\$	\$	\$	\$	\$	\$
Subtotal of Section 1 for 3 years (sum of the annual totals for 3 years)		\$	\$	\$	\$	\$	\$

Section 2: Parts & Materials:			
	Year One (1)	Year Two (2)	Year Three (3)
% Mark-up discount, or "not applicable"			
Estimated budget for parts & Materials	\$30,000	\$30,000	\$30,000
Annual pricing for parts & materials (\$30,000 + %mark-up or -discount, or "not applicable"	\$	\$	\$
Subtotal for parts & materials (sum of the annual pricing for parts & materials for 3 years)	\$		

Section 3: Labor Rates (these estimated hours are not guaranteed)									
Item Number	Description	Unit	Estimated Hours	Year One (1)		Year Two (2)		Year Three (3)	
				Unit Price	Total price (UP X 100)	Unit Price	Total price (UP X 100)	Unit Price	Total price (UP X 100)
1.	Standard Rate for Landscaping- 2 Person Crew	Per Hours/Per 2-person crew	50	\$	\$	\$	\$	\$	\$
Subtotal of Section 3 Labor Rate (Sum of the annual total prices for three years)				\$					

Total Bid Price (Sum of the subtotals of section 1 +2+3) in figure	\$
Total Bid Price (Sum of the subtotals of section 1+2+3) in words Total Contract Price for One Year	
Total contract price for three years:	\$

Bid Form B: Bidder Information Response
Town-Wide Grass Cutting & Landscaping Services
23DPW001

Legal Name of the Bidder: _____
Company Name: _____
Company Address: _____
City State Zip: _____
Company Web Address: _____
Company Telephone: _____
Company Fax Number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts – Required

Individual submitting the bid: (This is the individual who should sign the Certificate of Good Faith)

Name: _____
Title: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Individual to be contacted about the bid: (If different from the individual submitting the bid)

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Best Times to Contact: _____

Continued on second page →

Continuation of Bid Form B: Bidder Information Response

Individual authorized to contractually bind the company: (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? Yes No

2. Is the Bidder prepared to provide the insurances as required? Yes No

3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the

Scope of Services? (If yes, the bid may be deemed conditional.) Yes No

4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included

in the submission? Yes No

5. Is the Bidder prepared to execute the Town's contract, if awarded? Yes No

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

Bid Form C: CERTIFICATE OF TAX COMPLIANCE
Town-Wide Grass Cutting & Landscaping Services
23DPW001

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and penalties

(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTOR

By: _____

(Signature of Authorized Representative)

Title: _____

Date: _____, 20__

Bid Form D: Certificate of Non-Collusion
Town-Wide Grass Cutting & Landscaping Services
23DPW001

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form E: Certificate of Non-Debarment
Town-Wide Grass Cutting & Landscaping Services
23DPW001

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form F: Certificate of OSHA Training
Town-Wide Grass Cutting & Landscaping Services
23DPW001

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

Bid Form G: Professional References

Town-Wide Grass Cutting & Landscaping Services

23DPW001

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

Bid Form H: Certificate of Authority
Town-Wide Grass Cutting & Landscaping Services
23DPW001

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ON OR BEFORE the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors

were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORAT SEAL HERE

(Signature of Clerk or Secretary) *

7. Name: _____

(Please print or type name in line 6) *

8. Date: _____

(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

(Make as many copies as necessary. A minimum of 5 references required)

Copy of Town of Dedham Contract

TOWN OF _____, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of _____, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at _____,

Massachusetts, hereinafter referred to as the "TOWN", and _____, a _____ corporation having a usual place of business at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of _____, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **THE WORK.** The Work consists of _____, as more fully described in the Contract Documents as defined above.

3. TERM OF CONTRACT. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$_____.

 - B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

 - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

 - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

Commercial General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or

cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. **ASSIGNMENT.** The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. **TERMINATION.** A. **Termination for Cause.** If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. **Termination for Convenience.** The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such

termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this

TOWN OF _____, MA

Contract.

By its: _____

Town Accountant

Director of Procurement

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)
