

Town of Dedham
Rana Mana-Doerfer
Director of Procurement



Parks & Recreation Department
450 Washington Street
Dedham, MA 02026
FAX (781) 751-9159
Website: www.dedham-ma.gov

On-Call Goose Control
Invitation for Bid
23PR001

Release Date	Monday November 14th, 2022
Pre-Bid Conference	No
Deadline for Questions	Monday November 28th, 2022 @ 12:00 PM
Bids Due	Thursday December 8th, 2022 @ 12:00 PM

Procurement Overview

Primary Contact (bid questions)	Rana Mana-Doerfer, Director of Procurement 781-751-9105
Contract Manager	Robert Stanley, Director of Parks & Recreation
Bid Package Available	Monday November 14 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	Not Required
Deadline for Written Questions	Monday November 28 th , 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 December 8 th , 2022 @ 12:00 PM. Town Hall, 450 Washington St, Dedham, MA 02026.
Bid Opening	Thursday December 8 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.

LEGAL NOTICE

(Advertised in the Dedham Times issue of Friday November 11th, 2022)
(Advertised in Goods and Services Monday November 14th, 2022)
(Advertised in COMMBUYS Monday November 14th, 2022)

Town of Dedham
Invitation for Bid
On-Call Goose Control
23PR001

The Town of Dedham is accepting sealed bids from qualified vendors to perform goose control services. Copies of the Invitation for Bid (IFB) package will be available beginning Monday November 14th, 2022 online at the Town's web site <https://www.dedham-ma.gov/discover-dedham/bids-list> and will be available until submission deadline.

Please refer to the IFB for additional information. Sealed bids must be submitted no later than 12:00 PM Thursday, December 8th, 2022 Rana Mana-Doerfer, Director of Procurement, Town Manager's Office- 3rd floor, 450 Washington St, Dedham, MA 02026

LATE BIDS WILL NOT BE CONSIDERED.

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.

Leon I. Goodwin
Town Manager
November 8th, 2022

SECTION 1: INTRODUCTION

INTRODUCTION

The Town of Dedham through its Chief Procurement Officer has published this Invitation for Bids (IFB) with the intention of obtaining bids for Goose Control.

The Town will award the contract to the lowest responsive and responsible bidder. The Town of Dedham 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. Such actions will be deemed to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for thirty calendar days (30) following the date of bid opening.

The intention of this IFB is to secure services as needed.

A contract entered pursuant to this IFB shall be in the form included within this IFB and shall be for a term commencing upon execution of the contract and ending June 30th, 2023. This contract 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, November 14 th , 2022.
Deadline for submitting questions	Monday, November 28 th , 2022 @ 12:00 PM
Bids Due	Thursday December 8 th , 2022 @ 21:00 PM
Award of contract	January 2023

SECTION 2.0: GENERAL INSTRUCTIONS AND CONDITIONS

1. Bid Open Date: Pursuant to M.G.L. Chapter 30B, sec. 5, the Town of Dedham seeks bids from qualified vendors interested in providing on-call goose control services on an as needed basis 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 "23PR001 On-Call Goose Control"**

Bids are due on or before Thursday, December 8th, 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, subject to approval of the Town Manager. 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, November 28th, 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 in writing to the Town Manager. 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

8. 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 party any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

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

10. 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.

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

12. Invoices & Reporting: Upon verification that the work has been completed, invoices must be sent to Dolan Recreation Center, 269 Common Street, 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 Parks & Recreation 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 Parks & Recreation 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.

13. 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 determination of a responsible and responsive bidder shall be made in accordance with the requirements of G.L c. 30B.

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.

14. 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.

15. 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.

16. Rule for Award: A contract shall be awarded pursuant to M.G.L. Chapter 30B to the responsible and responsive 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 10 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.

17. 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.

18. 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.

19. Bid Deposit: Not required.

20. Bond Requirements:

20.1 Performance Bond

Not required.

20.2 Labor and Materials Bond (Payment Bond)

Not required.

21. Prevailing Wage Requirements: Not Required.

22. Payment & Performance Bond Requirements:
Not required.

23. DCAMM Certification Requirements: DCAM Certification as a General Contractor for this project is NOT required.

24. OSHA Requirement: Not required.

25. 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.

26. 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, 23PR001 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

27. 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.

28. 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.

29. 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.

30. Examination of Premises: Reserved, not applicable.

31. 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.

32. 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.

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. 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: 23PR001 On-Call Goose Control

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 23PR001

1. Bidder must acknowledge all addenda related to this IFB, if any.
2. Bidder has completed, signed, and enclosed the Bid Form A: Bid Price Form or an exact copy.
3. Bidder has completed, signed, and enclosed the Bid Form B: Bidder Information Response form.
4. 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.
5. Bidder has completed, signed, and enclosed the Bid Form D: Non-Collusion
6. 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).
7. Bidder must submit a completed Bid Form H: Certificate of Authority (attached) or Corporate Resolution; if applicable.
8. 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.
9. 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.
10. 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 GOOSE CONTROL

3.01 SCOPE OF WORK

The Town of Dedham is accepting bids for goose control services at the following locations:

- Barnes Memorial Park located at 150 Eastern Avenue
- Brookdale Cemetery is located at 86 Brookdale Avenue (This site requires constant visitation due to the changes in the environment, the geese have taken to be at this location year round)
- Churchill Park is located at 45 Allen Lane
- Condon Park is located at 180 Bussey Street
- Dolan Recreation Center/ Sugrue Field is located at 269 Common Street
- Fairbanks Park is located at 169 Rustcraft Road
- Gonzalez Field is located at 500 High Street
- Paul Park is located at 330 Cedar Street
- Riverdale School Field is located at 143 Needham Street
- Village Cemetery is located at 31 Village Avenue

The vendor maybe asked to chase geese at other locations not listed here.

❖ Expectations of work conducted by vendor:

1. Have the necessary Resources & Equipment, including but not limited to: border collie(s) with floatation jacket(if needed), kayak(s)(if needed), and/or other small, agile watercraft (if needed), life jacket for handlers (if needed), radio.
2. Hazing will begin in late winter until the geese molt and suspend as/if needed during the molt and begin in late winter until the geese molt and suspend as/if needed during the molt and begin again in August as the geese come out of the molt and continue until snow cover/winter conditions. Any geese with goslings will be 'walked' to a designated safe zone in the parks.
3. Hazing will take place at random times during the daylight hours to ensure that geese are not habituated to certain schedules.
4. Geese will be moved from land by border collies and directed to water body.
5. Geese will then be hazed from water body using kayak with border collie on board. On occasion a dog may enter the water directly from land, but the kayak provides for a more effective program and may be used to block or herd the geese in support of the border collie. Geese without goslings are expected to take flight and should move from the 'unsafe' exclusion area.

6. Each area will have zero tolerance for geese, with the flush/hazing continuing until all uninjured geese without goslings are out of the area. All injured geese should be reported to Dedham's Animal Control Officer.

❖ **Additional Contractor Responsibilities:**

1. The Contractor shall provide a copy of daily and monthly data collection forms.
2. The Contractor shall be available during business hours via a phone number and be able to service a call from the Town of Dedham within two (2) hours of request.
3. The Contractor shall vary the time of the site visits between the hours of 6:00AM and 10:00PM during daylight hours. Random site visits shall be at least four (4) hours apart and may be stipulated to be specific given times determined by the Town of Dedham based on goose activity.
4. The Contractor shall check the entire site and have the dog(s) chase all geese from the site on each visit.
5. The Contractor shall provide a summary of data monthly which includes daily service visits, goose counts for each site visit and related activity.
6. Only highly trained working border collies, German Shepherds, Australian Shepherds will be used for service. Other dog breeds may be used to chase geese; however the vendor must provide sufficient proof that the canine(s) has herded/chased geese away effectively, and that the Vendor has full control of the canines(s).
7. The canines will always be in the control of their trained handler.
8. Contractor must have multiple trained working canines. (The Town of Dedham must be assured that the contractor has back- up dogs in case of injury)
9. Each park will be visited up to five days per week and during each visit, every location specified shall be visited. The days in which visits are scheduled may vary but will always include either Saturday or Sunday. Weekend visits will be performed on alternating days.
10. The contractor will be required to be always on call and must be able to respond within two (2) hours if requested by the Town.
11. Contractor will be available to educate the community regarding Canada geese control when called upon.
12. Contractors must addle all eggs on site in accordance with Federal Fish and Wildlife guidelines.
13. Permits: The contractor shall ascertain what permits may be required to perform the work described in the specifications. All required permits shall be obtained and paid for by the contractor. Permits may be obtained at the Building Department.

3.02 Hours of Work

Normal hours of work shall be between the hours of 8:00 am and 4:30 pm, Monday through Friday, unless otherwise specified. No work shall be performed on Saturdays, Sundays, Holidays, or any other times other than normal hours of work without express permission from the Director of Parks & Recreation or their designee. All work in this contract will be identified by the Director of Parks & Recreation and shall be constructed in accordance to Town Specification or as directed by the Director.

3.03 Response Time

The contractor must designate an employee or contact the authority to speak on behalf of the contractor for initiating requests for service. The Town will select a designee or designees to initiate work on behalf of the Town. A request for service will be generated in writing (including email, mail, and fax) for work as scheduled. For emergency work, the first point of contact may be a phone call with a follow-up written request. Contractor must respond to emergency calls within two (2) hours after receipt of notification. Contractor must respond to on-call immediate response calls within forty-eight (48) hours after receipt of notification. Contractor must respond to scheduled work within forty-eight (48) hours after receipt of notification and schedule work to be completed within two (2) weeks.

Failure to meet these objectives may subject the contractor to loss of contract and the contractor may assess the difference between their bid price and the next lowest responsible and eligible bidder.

3.04 Bid Item 1: Canine Services

The Vendor shall use trained dogs to discourage geese from locating on the sites specified. The Vendor shall have demonstrated experience in the humane hazing of non-migratory geese, knowledge of the behavior and biology of non-migratory Canadian geese, and how it relates to the use of dogs. Without limiting the generality of the foregoing, the Vendor shall immediately curb their dogs. The Vendor shall control the dogs' behavior so as to prevent the harassment of humans, pets, and non-geese wildlife at the sites. No dog with a history of biting other dogs or humans shall be allowed on site.

The Vendor shall demonstrate that the dog utilized is current on vaccinations and licensed in the city or town of origin. The Vendor shall further control the dogs so as to prevent damage, including but not limited to gardens and lawns at the specified sites.

❖ Schedule and Frequency of Visits

The Vendor shall visit each site in accordance with the schedule specified. Each site shall be visited up to five days per week and during each visit, every location specified shall be visited. The days in which visits are scheduled may vary but will always include either Saturday or Sunday. Weekend visits will be performed on alternating days, Saturday or Sunday. The schedule shall be adjusted on a weekly basis according to needs and conditions, as directed by the Town.

The number of visits may decrease during goose molting season and increase during non-molting weeks. The Vendor shall schedule its visits so as to maximize its effect on the geese and minimize interference with activities at the sites.

Site visits shall include all locations listed under 3.01 SCOPE OF WORK. All 10 locations must be visited per visit.

❖ Notifications

The Vendor must notify the Director of Parks & Recreation, or their designee prior to each scheduled visit. The Vendor may cancel a scheduled visit if it determines that weather conditions are particularly severe, including but not limited to posing a hazard to the dogs.

Cancelled visits shall be made on the next normal business day, weather dependent. The Director of Parks & Recreation or their designee has the ability to modify this schedule, add additional locations or determine need. As part of the services provided, the Vendor will send its dogs in water unless weather conditions (e.g. lightning or ice) would pose a hazard for the dogs.

The Town shall provide the Vendor with such information it has regarding the location of nesting pairs of geese but does not warrant or guarantee such information is accurate or complete. The Vendor shall be responsible to investigate and determine where any geese are nesting during the term of the Agreement in order to ensure its activities comply with applicable law.

The Town shall provide the Vendor with such information it has regarding the location of repairs, service and/or utility covers, but does not warrant or guarantee such information is accurate or complete. The Vendor shall be responsible to investigate the sites as prudent to locate any unsafe conditions thereon.

The Vendor shall provide the Town a count of the number of geese present at each site for each visit, and shall submit the count with its invoice.

Site visits shall include all locations listed under 3.01 SCOPE OF WORK. All 10 locations must be visited per visit.

❖ Schedule and Frequency of Visits

The Vendor shall visit each site in accordance with the schedule specified. The schedule and locations may be adjusted according to needs and conditions, as directed by the Town.

Site visits shall include all locations listed under 3.01 SCOPE OF WORK. All 10 locations must be visited per visit.

❖ Notifications

The Vendor must notify the Director of Parks & Recreation or their designee prior to each scheduled visit. It is the sole responsibility of the Vendor to obtain any necessary permits prior to application.

Site visits shall include all locations listed under 3.01 SCOPE OF WORK. All 10 locations must be visited per visit.

SECTION 4: Checklist and Required Forms for Submission

On-Call Goose Control

23PR001

Company Name: _____

- 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 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.

- Bidder acknowledged all addenda, if any

Addendum Number 1 dated _____

Bidder Acknowledges Addenda #: _____

Company Name: _____

Number of Years in Business: _____

Address: _____

Authorized Signature: _____

Printed Name & Title: _____

BID FORM A: Bid Sheet
On-Call Goose Control 23PR001

On-Call Goose Control – 23PR001					
Bid Item 1: Canine Services		Unit Price	Estimated Quantity		Total Anticipated Cost
Year One (January 2023 – June 30, 2023)					
A	Item 1: Price per visit, per location	\$	X	500 visits	\$
B	Total Not To Exceed Value Year One (Sum of A)				\$
C	Prompt Payment Discount				___%/ ___ Days
Year Two (July 1, 2023 – June 30, 2024)					
D	Item 1: Price per visit, per location	\$	X	500 visits	\$
E	Total Not To Exceed Value Year Two (Sum of D)				\$
F	Prompt Payment Discount				%/___ Days
Year Three (July 1, 2024 – June 30, 2025)					
G	Item 1: Price per visit, per location	\$	X	500 visits	\$
H	Total Not To Exceed Value Year Three (Sum of G)				\$
I	Prompt Payment Discount				%/___ Days

Bid Form B: Bidder Information Response
On-Call Goose Control 23PR001

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: _____

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: _____

*****END OF BID FORM B*****

Bid Form C: CERTIFICATE OF TAX COMPLIANCE

On-Call Goose Control 23PR001

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

On-Call Goose Control 23PR001

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 G: Professional References

On-Call Goose Control

23PR001

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
On-Call Goose Control
23PR001

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 DEDHAM, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of Dedham, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 450 Washington Street, Dedham,

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

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
Contract.

TOWN OF DEDHAM, MA

By its: Town Manager

Town Accountant

Director of Procurement

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

(Name and Title)

DRAFT