

**Solicitation for:
Landscaping Maintenance & Clean
Up of Woodbrook Cemetery
City of Woburn, Massachusetts**

Posted: April 12, 2021

Due: April 27, 2021 @ 11:00AM EST

Pre-Bid Site Visit:

Thursday, April 15, 2021 @ 11:00 AM

Deliver to:

City of Woburn

Purchasing Department

ATTN: Orazio DeLuca (odeluca@cityofwoburn.com)

Chief Procurement Officer

10 Common Street

Woburn, MA 01801



SECTION 1.0 INSTRUCTIONS TO OFFEROR

1.1 General

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Purchasing Department, City of Woburn, 10 Common St. Woburn, MA 01801
- Bid(s) submitted must be in original form
- The completion of the following forms and documentation is necessary for consideration of a potential contract award. When submitting documents, please retain the order of documents as originally provided:
 - a. Completed Quality Requirements
 - b. Signed Terms, Conditions and Certifications
 - c. Completed Price Schedule
 - d. Signed Price Schedule
 - e. Completed Certificate of Authority
 - f. Completed Appendix A - Past Performance

NOTE: If Vendor is incorporated, an updated “CERTIFICATE OF GOOD STANDING” from the Commonwealth of Massachusetts may be required for the awarded vendor only. Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

1.2 General Information & Submission Instructions

1.2.1 Bid Delivery

Responses must be delivered by **April 27, 2021 at 11:00AM EST** to City of Woburn, Purchasing Department, Attn: Orazio DeLuca, MCPPO, 10 Common St. Woburn, MA 01801. One (1) original of the response should be submitted. Response must be sealed and marked with the solicitation title and number. All bids must include a forms items listed in Section 1.1.

1.2.2 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

1.2.3 Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the City of Woburn and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

1.2.4 Bonding Requirements

Not applicable to this project

1.2.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department. It is also the responsibility of the vendor to monitor the City's website for addenda. The web address is: www.cityofwoburn.com

1.2.6 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Woburn prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder 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 bidder will be notified in writing; the bidder may not withdraw the bid. A bidder 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.

1.2.7 Right to Cancel/Reject Bids

The City of Woburn may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

1.2.8 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 60 days following the bid opening.

1.2.9 Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

1.2.10 Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

1.2.11 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

1.2.12 Estimated Quantities

The City of Woburn has estimated that there are 48 ACRES of area at Woodbrook Cemetery. These estimates are estimates only and not guaranteed.

1.3 Questions about the Solicitation

Questions concerning this solicitation must be submitted to: Orazio DeLuca, City of Woburn, Purchasing Department, 10 Common St. Woburn, MA 01801 **before 12:00 NOON EST on 04/21/2021**. Questions may be e-mailed to odeluca@cityofwoburn.com. Written responses will be emailed to all bidders on record as having picked up the IFB. If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The

City of Woburn will disqualify any response that does not meet the minimum quality requirements on items 1-3, or a failure to respond to any of the following minimum standards at all.

QUALITY REQUIREMENTS		YES	NO
1.	Contractor to have been in business for at least three (3) years providing related type of services		
2.	Contractor has the ability to supply proper staff to meet the requirements of the bid and the landscaping requests here within?		
3.	Contractor can provide proper machines and equipment to complete the clean up and landscaping work required?		

1.5 Rule for Award

Per M.G.L. c. 30B, the contract will be awarded to one responsible and responsive bidder offering the lowest total price for all services.

SECTION 2.0 GENERAL TERMS, CONDITIONS, CERTIFICATIONS

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn.

2.2 Prices

Must be firm for the duration of the contract.

2.3 Awards

To a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

2.4. Payment

The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

2.5 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

2.6 Taxes

Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

2.7 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

2.8 Right to Know Legislation

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

2.9 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

2.10 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.11 Bid Offers

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

2.12 Unit Price

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

2.13 Insurance

Contractor shall purchase and maintain coverage for Workers’ Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor’s operations under this agreement, whether such operations be the Contractor’s, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the City of Woburn as Additional Named

Insured shall be filed with the City prior to the commencement of any contract’s operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

2.14 Independent Contractor

The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

2.15 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

2.16 Assignment / Sub-Contracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

2.17 Conflict of Interest

The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

2.18 Termination

The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not affected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the City of Woburn, or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The City of Woburn may terminate this Contract or any Purchase Order issued hereunder without cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.19 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

2.20 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

2.21 Enforceability

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

(THIS AREA IS LEFT BLANK INTENTIONALLY)

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal will be **rejected**.

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1. **STATE TAXES PAID:** Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2. **CERTIFICATE OF NON-COLLUSION:** M.G.L. C. 30, s. 39M and/or C. 30B, s.10 : Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

3. **PUBLIC CONTRACTS - DEBARMENT:** M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4. **HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$ 10000:** Chapter 306 of the Acts of 2004: The undersigned certifies that the firm 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) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. **COMPLIANCE :** The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all

unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

EMAIL: _____

**SECTION 3.0
INVOICING REQUIREMENTS**

3.1 General

Each invoice shall be mailed to the designated billing office at the following address after receipt of product at destination.

Department	Address
CEMETERY	City of Woburn Woodbrook Cemetery Attn: Claire Murphy 100 Salem Street Woburn, MA 01801 (cmurphy@cityofwoburn.com)

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

- 1) Name of the business concern, invoice number and invoice date;
- 2) Contract number, or authorization for delivery of property, or performance of services;
- 3) Description, price, and quantity and products actually delivered or rendered;
- 4) Shipping and payment terms;
- 5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- 6) Other substantiating documentation or information as required by the contract.

SECTION 4.0 SPECIFICATIONS

4.1 General

The City of Woburn, in the annual operating budget for the Department of Public Works, allocates funding for a variety of projects. The following specification included in this bid package is intended to describe the minimum acceptable amount of services to fulfill this need.

4.2 Scope

The work consists of landscape maintenance of approximately **48 acres of land** within Woodbrook Cemetery owned by The City of Woburn located at 100 Salem Street

- A. Fall leaves/clean up after November 20 through December 1st. Leaves to be raked, blown, collected and removed from all cemetery land. All leaves to be disposed of on cemetery property at a location to be determined. Entire property of cemetery contains approximately 48 acres.
- B. Spring clean up to consist of a continuation of fall clean up. All remaining leaves, litter and winter debris to be disposed of. All work to be completed before April 30.
- C. Spring and fall cleanup to include remove leaves, sticks and debris in both spring and fall.
- D. Grass cutting operations to commence after spring clean up is done. One weekly cut, same day each week, beginning on the first week of May and ending the first week of November (twenty-eight [28] cuts).
- E. Trim all grass edges at each mowing, including headstones, and flat markers. Trimming shall be done with line trimmers. Trimming shall be completed concurrently with the cutting schedule.
- F. All work must be completed between the hours of 7:00 a.m. until 5:00 p.m. No weekend work will be allowed unless previously approved by DPW Director.
- G. Weed beds as needed in area only weekly. Edge where needed.
- H. Spread hemlock mulch (city to choose color) in front entrance/ needed areas. Mulch must be done by May 15th.

4.3 Contract Term

The term of this contract will be for one (1) year commencing May 1, 2021 and ending April 30, 2022, subject to annual appropriation. This quotation shall remain firm for the entire year, from the date the bid is awarded. By mutual consent, the Town and Contractor may extend the contract for an additional two (2) – one (1) year terms at the same rates. Contract extension is subject to annual appropriation.

4.4 Pre-Bid SITE VISIT

All bidders are *encouraged* to perform a site visit with a designated official from the City of Woburn, to review site prior to bidding. Meet at 11:00 a.m. at Main Entrance of Woodbrook Cemetery, located at 100 Salem Street, Woburn, MA 01801

Thursday, April 15, 2021 at 11:00 a.m.

SITE REPORT:

The Contractor and the Department of Public Works shall meet and walk the site at the initiation of the program to determine the condition at the time of all lawn areas included within the limit of work and of any other related items covered in this section of the specifications.

Base Year	May 1, 2021 – April 30, 2022
Option Year 1	May 1, 2022 – April 30, 2023
Option Year 2	May 1, 2023 – April 30, 2024

Base Year May 1, 2021 – April 30, 2022

BID FORM

TO THE AWARDING AUTHORITY

- A. The undersigned proposes to furnish all labor and materials required for **Landscape Maintenance of Woodbrook Cemetery, Woburn, MA** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda number: _____

Cemetery

1. **Fall Clean-up** _____
2. **Grass Cutting/trimming** _____
3. **Spring Clean-up** _____

TOTAL BID: \$ _____ (total price of items 1-3)

TOTAL BID PRICE (written):

Option Year 1: May 1, 2022 – April 30, 2023

BID FORM

TO THE AWARDING AUTHORITY

- A. The undersigned proposes to furnish all labor and materials required for **Landscape Maintenance of Woodbrook Cemetery, Woburn, MA** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.

- B. This bid includes addenda number: _____

Cemetery

- 1. **Fall Clean-up** _____
- 2. **Grass Cutting/trimming** _____
- 3. **Spring Clean-up** _____

TOTAL BID: \$_____ (total price of items 1-3)

TOTAL BID PRICE (written):

Option Year 2: May 1, 2023 – April 30, 2024

BID FORM

TO THE AWARDING AUTHORITY

- A. The undersigned proposes to furnish all labor and materials required for **Landscape Maintenance of Woodbrook Cemetery, Woburn, MA** in accordance with accompanying specifications subject to additions and deductions according to the terms of the specifications.

- B. This bid includes addenda number: _____

Cemetery

- 1. **Fall Clean-up** _____

- 2. **Grass Cutting/trimming** _____

- 3. **Spring Clean-up** _____

TOTAL BID: \$ _____ (total price of items 1-3)

TOTAL BID PRICE (written):

**SECTION 5.0
PRICING**

The undersigned proposes to supply and deliver the Services specified, in full accordance with the solicitation documents supplied by the City of Woburn.

THIS IS A POTENTIAL THREE (3) YEAR CONTRACT. PLEASE COMPLETE PRICING FOR ALL THREE YEARS.

The bidder proposes to furnish the products specified at the following prices. In the event of a discrepancy between the total price and the unit price, the unit price will govern. In the rare event of a tie between responsive and responsible bidders, the City will draw straws with all contractors present to witness.

Actual dimensions, weights, capacities, and measurements shall be clearly described in the Bid Response. When the Bid Response differs in any way from the Specifications and/or requirements set forth herein, the Bidder shall explicitly describe each variance in detail, referencing the appropriate paragraph or section to which the variance applies.

In determining the acceptability of any product not fully meeting the Specifications, the decision of the Purchasing Agent will be final.

The bidder certifies that this Bid Response has been duly authorized and approved by all required organizational action of the bidder. The person executing this Bid Response on behalf of the bidder certifies that he or she has the legal and organizational authority to do so.

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

X _____

ACKNOWLEDGEMENT OF ADDENDUMS (IF APPLICABLE):

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

SECTION 5.0
FORMS

6.1 Required Submissions

6.1.1 Certificate of Authority

6.1.2 Insurance Certificate (Post Award)

**APPENDIX A
PAST PERFORMANCE**

The City requires that the Contractor demonstrate experience providing similar products and/or services in **size, scope and complexity** for a minimum of three (3) projects.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	