

Town of Arlington, Massachusetts

Bid #23-11

Landscape Maintenance of Mt Pleasant Cemetery

I. INVITATION FOR BID

The Town of Arlington invites SEALED bids, pursuant to the Uniform Procurement Act, Ch. 30B, for

LANDSCAPE MAINTENANCE of MT PLEASANT CEMETERY

Bids will be received until **10:00 AM on March 9, 2023**, at the Office of the Town Manager, 730 Massachusetts Avenue, Arlington, MA 02476, at which time and place they will be publicly opened and read aloud.

No bid will be accepted after the time and date specified. Bid documents are available for viewing and downloading on the Town's website at www.arlingtonma.gov/purchasing. Bids must be submitted on the forms provided and in a sealed envelope marked on the outside with the bidder's name and address and with the words **BID #23-11 LANDSCAPE MAINTENANCE OF MT PLEASANT CEMETERY**.

Questions regarding the scope of work should be directed to Daniel Warren, Operations Manager, Department of Public Works, dwarren@town.arlington.ma.us.

The Town Manager reserves the right to accept or reject any and all bids, wholly or in part, and to make the award in the best interest of the Town of Arlington. The notification of the intent to award the contract will be made as soon as possible but no later than forty-five (45) days from the date of the bid opening.

TOWN OF ARLINGTON

Sanford Pooler
Town Manager

February 23, 2023

END OF SECTION

II. GENERAL INFORMATION/BID SUBMISSION REQUIREMENTS

A. RECEIPT AND OPENING OF BIDS

1. Sealed bids, on bid forms furnished for that purpose, will be received at the Town Manager's Office, 730 Massachusetts Ave, Arlington, MA 02476, until **10:00 AM on March 9, 2023**, at which time they will be publicly opened and read aloud. Any bid received after the time and date specified shall not be considered.
2. The Town may consider unresponsive any bid not prepared and submitted in accordance with the provisions herein specified in the bid documents and may waive any informalities in or reject any and all bids.
3. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within forty-five (45) days after the actual date of the opening thereof.

B. PREPARATION OF BIDS

1. Each bid must be submitted on the bid form attached hereto. A Certificate of Non-Collusion and any and all additional forms specified herein must be attached to the sealed bid. All blank spaces for bid prices must be filled in, written in ink or typewritten, in both words and figures, and all of the foregoing forms and certificates must be fully completed and executed when submitted. **Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, her/his address and the name and bid number of the project for which the bid is submitted.** If forwarded by mail, the sealed envelope must be addressed to the Town Manager/Purchasing Department, Town of Arlington, 730 Massachusetts Ave, Arlington, MA 02476.

C. QUALIFICATIONS OF BIDDER

1. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
2. In order to demonstrate the bidder's ability to complete the work in accordance with the bid and contract documents, each bid **must include** :
 - a. any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law,
 - b. all assessed penalties or liquidated damages, and the project in which they occurred,
 - c. any and all contract terminations,

- d. at least three references, one of which must be for a project of similar or larger size, and
- e. a list of the total number of supervisors and workers intended to be assigned to this project.

D. BID DEPOSIT

1. Each bid shall be accompanied by a bid deposit equal to five percent (5%) of the value of the total bid. The bid deposit shall be in the form of (a) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank and payable to the Town or (b) a bid bond in a form satisfactory to the Town, with a surety company qualified to do business in the Commonwealth of Massachusetts and conditioned upon the faithful performance by the principal of the agreements contained in the bid.
2. All bid deposits, except those of the three lowest responsible and eligible bidders, will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after the bid opening. The bid deposits of the three lowest responsible and eligible bidders will be returned upon the execution and delivery of the contract or, if no award is made, upon the expiration of sixty (60) days, Saturdays, Sundays and legal holidays excluded.

E. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

1. If within ten (10) days after s/he has received notice of the acceptance of her/his bid the successful bidder fails or refuses to execute and deliver a contract and furnish any performance or payment bonds required therein, her/his bid deposit shall become and be the property of the Town, as liquidated damages.

F. CONDITIONS OF WORK

1. Each bidder **must** inform her/himself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of her/his obligation to furnish all material, labor and equipment necessary to carry out the provisions of the contract.

G. ADDENDA AND INTERPRETATIONS

1. No oral interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder. Every request for such interpretation shall be in writing and emailed to **Daniel Warren, Operations Manager, Department of Public Works**, at dwarren@town.arlington.ma.us, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids.
2. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be available on the Town's website at www.arlingtonma.gov/purchasing. Failure of any bidder to receive any such addenda

or interpretation shall not relieve such bidder from any obligations under her/his bid as submitted. All addenda so issued shall become part of the bid and contract documents.

H. SECURITY FOR FAITHFUL PERFORMANCE

1. Simultaneously with her/his delivery of the executed contract, the selected contractor shall furnish a performance bond in the amount of twenty-five percent (25%) of the total contract price. The surety on such bond shall be provided by a duly authorized surety company satisfactory to the Town.

I. LAWS AND REGULATIONS

1. The attention of bidders is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

J. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

1. **The Town intends to award the contract to the responsive and responsible bidder offering the lowest total price for the three year contract** provided that, at the time this contract is to be awarded, the lowest bid submitted by a responsive and responsible bidder does not exceed the amount of funds available to finance the project. If the lowest bid exceeds said amount, the Town may reject all bids.

2. The Contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto, without the previous written consent of the Department of Public Works.

K. CONTRACT OBLIGATION

1. Any financial obligation of the Town is subject to an annual appropriation to cover the contract obligation.

L. CONTRACT TERM

1. The term of this contract will be for three years commencing April 2023 and ending December 15, 2025.

M. PUBLIC SAFETY AND CONVENIENCE

1. The attention of bidders is directed to the fact that the work on this project is to be performed on TOWN properties which are utilized by pedestrians. The selected contractor shall furnish, install, maintain, and move all warning devices, barricades, signs, flares, bridging materials, special apparel, and other safety measures and controls necessary for the protection of motorists, pedestrians, and her/his own personnel.

2. When, in the judgment of the Town of Arlington, construction operations constitute a hazard to traffic in the area, the contractor may be required to suspend operations during certain hours.

N. SALES TAX

1. Materials and equipment purchased for permanent installation in the project will be exempt from Massachusetts Sales and Use Tax. The Town's exemption certificate number will be furnished to the selected contractor. Each bidder shall take this exemption into account in calculating her/his bid price.

O. NON-DISCRIMINATION IN EMPLOYMENT

1. Contract for work under this proposal will obligate contractors and subcontractors not to discriminate in employment practices.
2. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

P. INSURANCE

1. The selected contractor shall carry liability insurance with an insurance company satisfactory to the Town so as to save the Town harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the contractor or any one in her/his employ during the execution of the contract.
2. **General Liability** The selected contractor shall furnish the Town with certificates of insurance covering public liability in an amount not less than \$500,000 for injuries to any one person, and not less than \$1,000,000 on account of any one accident.
3. **Property Damage** The selected contractor shall furnish the Town with certificates of insurance covering damage in an amount not less than \$100,000 for damages on account of any one accident, and not less than \$300,000, for damages on account of all accidents.
4. **Workers Compensation** The selected contractor shall furnish the Town certificates showing that all her/his employees who shall be connected with this work are protected under workers compensation insurance policies.
5. Renewal certificates must be furnished by the contractor prior to the expiration date of any of the initial insurances.

END OF SECTION

III. SPECIFICATIONS

A. SCOPE OF WORK

The selected contractor shall perform landscape maintenance of approximately 62 acres of lands within **Mt. Pleasant Cemetery** owned by the Town of Arlington, as specified below.

1. **Spring Clean-up** shall consist of a continuation of fall clean-up. The contractor shall dispose of all remaining leaves, litter and winter debris at an off-site location furnished by the contractor. All work shall be completed before April 15, on a date to be approved by the Director of Public Works.
2. **Mowing and Trimming** shall commence after spring clean-up is completed. The contractor shall perform one weekly cut on the same day each week (unless otherwise directed by the Town), beginning the last week of April and ending the first week of November, for a total of twenty-eight (28) cuts. The contractor shall trim all grass edges at each mowing, including headstones and flat markers. Trimming shall be done with line trimmers and shall be completed concurrently with the cutting schedule.
3. **Fall Clean-up** shall be performed after November 20 and before December 1, on a date to be approved by the Director of Public Works. The contractor shall rake, blow, collect and remove leaves and all debris from all cemetery lots and dispose of said leaves and debris off-site at a location furnished by the contractor.
4. **Pruning of Shrubs and Bushes** shall be performed twice annually on dates to be approved by the Director of Public Works. The contractor shall dispose of all trimmings and debris off-site at a location furnished by the contractor.

B. RESTRICTIONS ON THE USE OF GAS POWERED LEAF BLOWERS

1. The attention of bidders is directed to Title V, Article 12, Sec 3.D of the Town of Arlington By-laws which restricts the use of gas-powered leaf blowers. Bidders should familiarize themselves with the entire by-law which can be found on the Town's website at:

www.arlingtonma.gov/town-governance/laws-and-regulations/town-bylaws/title-v-regulations-upon-the-use-of-private-property

In part, the by-law stipulates the following:

- a. Commercial and Municipal Users May 31, 2022 – March 15, 2025
Gas powered leaf blowers may be operated by commercial landscape

companies and the Town only between the calendar dates of March 15 and May 3 and September 15 and December 30, during the following times:

- (i) Monday-Friday, 7:30 am – 5:30 pm;
- (ii) Use is prohibited on Saturdays, Sundays and Legal Holidays.

Electric powered leaf blowers may be operated by commercial landscape companies and the Town during the following times:

- (i) The full calendar year;
- (ii) Monday-Friday, 7:30 am – 5:30 pm;
- (iii) Use is prohibited on Saturdays, Sundays and Legal Holidays.

b. Commercial and Municipal Users as of March 15, 2025

All use of all gas powered leaf blowers by commercial landscape companies and the Town shall be prohibited, but for the following exemptions:

- (i) The Town may use wheeled leaf blowers powered by four-stroke engines for the purposes of clearing the Minuteman Bikeway and other municipal property of an acre or more.

END OF SECTION

IV. QUALITY REQUIREMENTS

A. QUALIFICATIONS OF BIDDER

1. Bidder must have a minimum five (5) years of experience in similar work.
2. Bidder must have successfully completed within the past five (5) years a contract for a project of similar scope and size.
3. Bidder shall be available to commence work as soon as weather and ground conditions permit, as determined by the Cemetery Supervisor.
4. Bidder shall have in her/his possession, either by ownership or by a minimum three year lease agreement at the time of bidding, sufficient equipment in order to satisfactorily complete all work required under this contract.
5. Subcontracting of the contract will not be permitted.

B. SITE REPORT

1. The contractor and the Director of Public Works or his designee shall meet and walk the site at the commencement 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.

C. NOTIFICATION OF HAZARD

1. The contractor shall notify the Director of Public Works or his designee immediately of any hazard or public safety issues in, on, or above the sites defined. Hazards shall be defined but not limited to ruts, holes, depressions, bumps, broken asphalt, broken concrete, loose sod, damaged walls, damaged buildings, damaged benches, damaged light fixtures or any other hazard that may cause bodily injury or inconvenience.

D. DAMAGE TO PROPERTY

1. Damage to any site or any Town property or any private property by the Contractor shall be reported to the Department of Public Works immediately after the damage occurs and not at the end of the workday. If the contractor causes damage to any irrigation system component, electrical installation, or other system, it shall be the responsibility of the contractor to repair said damage after a submittal, detailing parts to be used and approved by the Department of Public Works. Any damage found at any site by the contractor's employees at the start of the workday shall be reported to the Department of Public Works immediately.

E. KEY LIASON PERSON

1. The contractor shall designate one person to be the main contact with the Town of Arlington and Department of Public Works. This person shall be the supervisor or foreperson responsible for all crew functions and shall be accessible to the Department of Public Works by way of a pager or cell phone throughout the workday.

F. PAYMENT

1. Periodic work (Items 1, 3 and 4 of Section III.A above) shall be invoiced upon completion.

2. Weekly grass cutting and trimming (Item 2 of Section III.A above) shall be invoiced once per month.

3. Invoices should be sent to the Department of Public Works, Attn: Nelson Mui, Assistant Director, 51 Grove Street, Arlington, MA 02476.

END OF SECTION

BID FORM

To the Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for

Landscape Maintenance of Mt. Pleasant Cemetery

in accordance with accompanying specifications, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: _____, _____, _____, _____

Award shall be made based on the total bid price for the three year contract (April 2023 – December 2025). Second and third year price quotes cannot be less than prior year.

Total Price for Three Year Contract \$ _____

YEAR 1: April 2023 – December 2023

- 1. Spring Clean-up _____ dollars (\$ _____)
- 2. Mowing/Trimming _____ dollars (\$ _____)
- 3. Fall Clean-up _____ dollars (\$ _____)
- 4. Pruning _____ dollars (\$ _____)

Total Price for Year One _____ dollars
\$ _____

YEAR 2: April 2024 – December 2024

- 1. Spring Clean-up _____ dollars (\$ _____)
- 2. Mowing/Trimming _____ dollars (\$ _____)
- 3. Fall Clean-up _____ dollars (\$ _____)
- 4. Pruning _____ dollars (\$ _____)

Total Price for Year Two _____ dollars
\$ _____

BID FORM, continued

YEAR 3: April 2025 – December 2025

1. Spring Clean-up _____ dollars (\$_____)

2. Mowing/Trimming _____ dollars (\$_____)

3. Fall Clean-up _____ dollars (\$_____)

4. Pruning _____ dollars (\$_____)

Total Price for Year Three _____ dollars

\$ _____

AUTHENTICATION

The undersigned agrees that, if selected as the Contractor for the above bid items, s/he shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of contract signed by the Awarding Authority.

DATE _____

Bidder

Authorized Signature

Printed Name and Title of Signatory

Business Street Address

City, State, Zip Code

Business Telephone/FAX / _____

Contact Person/Email Address

CERTIFICATE OF NON-COLLUSION
(submit as attachment to completed bid form)

The undersigned certifies under the 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.

Name of Individual Authorized to Sign (Print or Type)

Authorized Signature

Legal Name of Business Entity

TAX COMPLIANCE SHEET
(submit as attachment to completed bid form)

Name of Bidder _____

Address _____

Telephone No _____

Signature of Responsible Officer _____

Title of Responsible Officer _____

Date _____

Pursuant to M.G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

Corporate Office
(if applicable)

QUALIFICATIONS AND REFERENCE FORM
(submit as attachment to completed bid form)

Please type or print legibly. **All blanks must be filled in.** If necessary, attach additional sheets. This information will be utilized by the Town of Arlington for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of this contract. This form must be attached by the bidder to her/his completed bid form.

Bidder: _____

IFB Title: **Landscape Maintenance of Mt Pleasant Cemetery**

1. List any and all citations and/or violations issued by regulatory agencies and/or judgments against bidder from a court of law. **Type N/A if none.**

2. List any and all assessed penalties or liquidated damages, and the project in which they occurred. **Type N/A if none.**

3. List any and all contract terminations. **Type N/A if none.**

4. List the total number of supervisors and workers intended to be assigned to this project.

5. Indicate number of years bidder has been engaged in work similar in nature to the work of this contract.

6. **References** On the following sheet(s), provide at a minimum three references for completed work, one of which must be for a contract completed in the past five years that is similar in size and scope to the work described in the bid documents, and include references for all contracts performed within the past two years that are similar in size and scope to the work specified in the bid documents. Attach additional sheets if necessary.

QUALIFICATIONS AND REFERENCE FORM, continued

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

QUALIFICATIONS AND REFERENCE FORM, continued

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided:

Owner Name:

Owner Address:

Contact Name:

Phone:

Email:

Description and date(s) of supplies and/or services provided: