

**CITY OF EVERETT
MASSACHUSETTS**
484 Broadway • Everett, MA 02149



**Invitation For Bids
Contract No. 24-18**

Citywide Holiday Greens and Decorations

September 2023

**CITY OF EVERETT MASSACHUSETTS
PROCUREMENT OFFICE**

INVITATION TO BID

Sealed Bids for the City of Everett, Massachusetts, to supply and deliver Holiday Greens and Decorations **contract 24-18** will be received by the Procurement Office, Everett City Hall, 484 Broadway, Room 14, Everett, MA 02149 until 1:00 pm on **September 19, 2023** and at that time and place the bids will be publicly opened.

Contract Documents may be obtained, at no charge, on or after **August 29, 2023 at 9 a.m.** from the City of Everett's website [Home - Everett, MA - Official Website \(cityofeverett.com\)](http://cityofeverett.com).

If, at the time of the scheduled bid opening, the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open. Bids will be accepted until that date and time.

It is the responsibility of prospective proposers and or bidders to check that they have received all addenda.

It is the responsibility of the prospective bidder to keep current the email address of the bidder's contact person and to monitor that email inbox from the City of Everett, including requests for clarification. If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having picked up the IFB. The City assumes no responsibility if a prospective bidder's designated email address experiences technical problems, including those with the prospective bidder's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder to be lost or rejected by any means including email or spam filtering.

Bids shall be awarded to the responsible and eligible bidder offering services at the lowest price for all items. The City of Everett reserves the right to waive any informality in or to reject any and all bids, for any reason the City determines to be in the City's and/or the public's best interest.

This contract is being bid under M.G.L. c. 30B.

I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

- 1) Bids and specifications can be obtained and will be accepted at the City of Everett's, Purchasing Office, Room 14, 484 Broadway, Everett, MA 02149. This Invitation for Bids is made in accordance with M.G.L. c30B.
- 2) The bid envelope must be sealed, with one (1) original set and one (1) copy of the of required documents.
- 3) Award will be made within forty-five (45) days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
- 4) If any changes are made to this IFB, an addendum will be issued. Addenda will be posted to the City of Everett's webpage [Home - Everett, MA - Official Website \(cityofeverett.com\)](http://cityofeverett.com). Each bidder shall acknowledge receipt of any and all addendum issues by submitting acknowledgment forms provided with any Addenda. Failure to do so may cause to reject the submittal as being unresponsive.
- 5) Questions concerning this IFB must be submitted in writing to allison.jenkins@ci.everett.ma.us at least (5) calendar days prior to the bid closing. Written responses will be emailed to all bidders on record as having requested the IFB in the form of an addendum.
- 6) Bids may be modified, corrected or withdrawn only by written correspondence received by the Purchasing Department prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original IFB.
- 7) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the city or fair competition. Minor informalities may 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 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, but the intended correct bid is not similarly evident.
- 8) The city reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
- 9) The city will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the city.
- 10) Responders must be willing to enter into the city's standard form of contract that will include the included in this IFB.
- 11) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in the performance of service.

- 12) Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- 13) Any bids received after the advertised date and time for opening will be returned to the bidder unopened.
- 14) Purchases by the city are exempt from federal, state and municipal sales and/or excise taxes.
- 15) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the bid response. The bid must be signed by the authorized individual(s) of the firm bidding.
- 16) Unexpected closures. If, at the time of the scheduled bid opening, The City of Everett Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 1:00 PM on the next normal business day. Bids will be accepted until that date and time.
- 21) Attention of all bidders is directed to all applicable Sections of the General Laws of the Commonwealth of Massachusetts, and Municipal Ordinances and by-laws, as most recently amended, that govern the award of this contract. They will be deemed to be included in the contract the same as though written out in full.
- 22) No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the City.
- 23) Every request for such interpretation shall be in writing (typed, not handwritten) addressed to allison.jenkins@ci.everett.ma.us . It is the bidder's responsibility to confirm that any request has been received. To be given consideration a request must be received at least seven (7) calendar days prior to the date fixed for the opening of bids.
- 25) Bid forms shall be completely filled in and signed by the Vendor. Forms that are incomplete or obscure, or contain work not in accordance with the specifications will be rejected. Each bid must be submitted on the prescribed forms that are included as pages of this document. All blank spaces for requested prices must be filled in, in ink or typewritten, and must be legible.
- 26) Each bid must be submitted in a sealed envelope plainly marked on the outside with the name of the bidder, his address, and the name of the project and bid number for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Invitation to Bid.
- 27) The City reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the City all such information and data for this purpose as the City may require. The City reserves the right to reject any bid if the evidence

submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is responsible and qualified to carry out and to complete the work of the contract.

28) In the event there is a discrepancy in the Form of General Bid between the unit price written in words and that in figures, the unit price written in words shall govern. The City of Everett reserves the right to waive any non-material informalities and errors in the bid.

29) In determining **RESPONSIBILITY**, the City may require the prospective contractor to show proof that he has sufficient equipment, equipment operators and a sufficient number of qualified and experienced employees to properly and efficiently accomplish the proposed work.

30) This contract will be awarded only after funds have been appropriated or otherwise authorized.

31) By submitting his bid, the bidder agrees to execute the contract, provide insurance certificates and bonds, and to commence work within the time limits stated in the Contract Documents. In the event the successful bidder fails or neglects to execute the contract and provide certificates and bonds in the prescribed time, the City, at its sole option, may determine that the bidder has abandoned the contract, that his bid and acceptance are null and void and that his bid security has been forfeited to the City. The City may cancel the award to that bidder and re-award the contract to another.

NOTE: THE SPECIFIED QUANTITIES ARE ESTIMATES OF REQUIREMENTS FOR USE IN COMPARING BIDS: THE CITY OF EVERETT DOES NOT GUARANTEE THAT THESE QUANTITIES WILL ULTIMATELY BE REQUIRED.

II. BID SUBMISSION REQUIREMENTS

All bid forms and certifications must be signed by an authorized individual(s).

1. Form of General Bid
2. Signed Tax Compliance Certification.
3. Signed Certificate of Non-Collusion.
4. Signed Certificate of Authority (if a corporation).
5. A bid deposit of five percent (5%) of the amount of the base bid. Bid deposit may be in the form of a certified check; a bank, treasurers or cashier's check; or a bid bond from a surety company.
6. Current Certificate(s) of Insurance.
7. Reference list.
8. Current copies of OSHA 10 training cards for all individuals who will be working on this project

III. SCOPE OF SERVICES

The City of Everett is seeking wreaths, poinsettias, kissing balls and other plants for the holiday season. The exact plants and decorations we are looking to purchase can be found on the General Form of Bid.

TERM OF SERVICE

The contract will have a base term of October 1, 2023 to September 30, 2024. The city may at its sole discretion award for two (2) additional one (1) year terms. The contract may not exceed three (3) years in length.

IV. QUALITY OF ITEMS

All items are to be 1st quality.

V. REFERENCES

Bidders must provide a minimum of three (3) customers for whom it provided similar services, in the past three years. Reference information must include Name, Contact Person, Phone Number, and date of work completed. Poor references may be a basis for determining that a bidder is not responsible. Reference questions will include but may not be limited to work quality, customer service, and general customer satisfaction. The City of Everett may contact references not listed by the bidder in their evaluation process.

If you have ever been terminated or otherwise failed to complete any work awarded, please describe circumstances on separate sheet. Include names of customer(s).

VI. RULE FOR AWARD

One contract shall be awarded to the lowest responsive and responsible bidder(s) offering the lowest bid amount for the Grand Total. Each contract awarded will have a not to exceed amount for all three years of the contract combined. There is no promise of any work assignment made by completing this bid.

VII. COMPENSATION

Per MA State Mandate, the City of Everett does not pay any form of deposit or pre-payment in order for work to begin.

The unit prices shall include cost of fuel, all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work.

**FORM OF GENERAL BID
CONTRACT NO. 24-18**

To - The City of Everett, acting by the mayor, as Awarding Authority.

- A. The undersigned proposes to supply all materials for the City of Everett, Massachusetts acting by its mayor and in accordance with the accompanying specifications provided by the **Department of Public Works**, Everett, Massachusetts for the sum specified below, subject to additions and deductions according to the contract document and in all respects according to the terms thereof.

- B. The undersigned declares that no person in the employ of said City has any pecuniary interest in this proposal or in the contract for the work he proposes to do and that he understands and agrees that the City, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans relating to the work and that if any have been given or made they are to be considered solely as a base for filling out and comparing the several proposals.

- C. The undersigned agrees that he will within seven (7) days, Sundays and holidays excluded, after receipt of a notice of award execute the contract and furnish the required insurance certificates and a labor and materials bond, as required by the contract documents, the premiums for which are to be paid by the contractor and are included in the contract price.

- D. The undersigned agrees that it will commence within seven (7) days after executed contract is delivered to the Contractor.

This Bid Includes Addenda Through No. _____ :

Name of Company: _____

**FORM OF GENERAL BID
CONTRACT NO. 24-18**

Description	Estimated Quantity	Year 1 2023-2024		Year 2 2024-2025		Year 3 2025-2026	
		Unit Price	(Unit Price X Estimated Quantity)	Unit Price	(Unit Price X Estimated Quantity)	Unit Price	(Unit Price X Estimated Quantity)
18" Decorated Kissing Balls (or next size larger preferably)	500	\$	\$	\$	\$	\$	\$
24" Decorated Kissing Balls	10	\$	\$	\$	\$	\$	\$
48" Decorated Wreaths	3	\$	\$	\$	\$	\$	\$
60" Decorated Wreaths	2	\$	\$	\$	\$	\$	\$
72" Decorated Wreaths	3	\$	\$	\$	\$	\$	\$
84" Decorated Wreaths	1	\$	\$	\$	\$	\$	\$
12" Decorated Poinsettia	18	\$	\$	\$	\$	\$	\$
18" Decorated Logs for graves	120	\$	\$	\$	\$	\$	\$
Annual total of Schedule A (Sum of the total of all the items above)		\$		\$		\$	

BID TOTAL FOR ALL THREE YEARS:
HOLIDAY GREENS and DECORATIONS - Contract 24-18

\$

Total (written) (figures)

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder.

Name of Firm: _____

By: _____
(Signed Name) (Title) (Date)

(Printed Name) (Title)

Business Address: _____

City, State, Zip Code: _____

Tel. No: _____; Fed. ID No.: _____

Email: _____

EXHIBIT B
CERTIFICATE OF NON-COLLUSION

CITY OF EVERETT, Contract No. 24-19

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.

(Signature of Authorized Individual)

(Printed Name of person signing)

(Name of business)

(Date)

**EXHIBIT C
CERTIFICATE OF TAX PAYMENT**

Contract No. 24-19

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my 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, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

(Signature of Authorized Individual)

(Printed Name of person signing)

(Name of business)

(Date)

Social Security Number or
Federal Identification Number

_____, Massachusetts
CERTIFICATE OF INCUMBENCY AND AUTHORITY

_____, LLC
I, _____, do hereby certify that:

1. I am the duly elected and acting _____ of _____ LLC, a limited liability company organized and existing in good standing under the laws of the State of _____ (the "Company").
2. Attached hereto as Exhibit A is a true and correct copy of resolutions which were duly adopted by the members of the Company on _____, 20__.
3. The attached resolutions have not been amended, rescinded or modified and are in full forces and effect on the date hereof in the form originally adopted, and are in conformity with the Articles of Organization and Operating Agreement of the Company.
4. Attached hereto as Exhibit B is a true and correct copy of the Articles of Organization dated _____, 20__ and the Operating Agreement dated _____, 20__.
5. The attached Articles of Organization and Operating Agreement have not been amended, rescinded, or modified and are in full forces and effect on the date hereof.
6. The following person are the Authorized Officers of the Company in the capacities indicated, and the signatures set forth after their names and titles are their true and genuine signatures.

Name	Office	Signature
_____	_____	_____

Witness, my signature and the seal of the Company this ____ day of _____, 20__.

Name: _____

Title: _____

BIDDER'S CHECKLIST

Required for bid submittals:

1. Bid response form
2. Non-collusion form
3. Tax compliance certificate
4. Certificate of Authority
5. Reference list
6. Proof of Insurance