



**LEGAL NOTICE  
CITY OF MEDFORD**

**COUNCIL ON AGING  
INVITATION FOR BID (IFB)  
FOR  
ELDER PERSONS' TRANSPORTATION SERVICES  
IFB 22-0146**

The City of Medford, acting through its Department of Council on Aging, is accepting sealed bids for the Elder Persons' (Age 60+) Transportation Services: Senior Center Transportation and Shopper's Service Transportation in Medford, Massachusetts. This contract is a one (1) year contract, with two (2) optional one (1) year extensions, at the City's discretion.

This project is being Electronically Bid (E-Bid). All bids shall be submitted online to [www.BidNetDirect.com](http://www.BidNetDirect.com) prior to December 10<sup>th</sup>, 2021, at 10 AM. Hard copy bids will not be accepted by BidNetDirect.com. You can register to become a bidder (for free) online at [www.BidNetDirect.com](http://www.BidNetDirect.com). For assistance, contact BidNetDirect.com at 800-835-4603.

Bid Documents will be available online beginning November 18, 2021, at 8:30 AM at <https://www.bidnetdirect.com/massachusetts/cityofmedford>. All plan holders must have an active online account on [www.bidnetdirect.com](http://www.bidnetdirect.com) to acquire documents, receive project notifications, and to submit bids, electronically.

Each Bid shall be submitted in accordance with the General Bid Information and shall be accompanied by a Bid Security in form of a bid bond, or certified check, and/or a treasurer's or cashier's check issued by a responsible bank or trust company in the amount of five (5) percent of the bid. It is the responsibility of prospective bidders to check [www.BidNetDirect.com](http://www.BidNetDirect.com) for new information via any addenda to this solicitation. Any addenda issued will be emailed to all plan holders registered with BidNetDirect.

Minimum Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provision of Massachusetts General Law (M.G.L.) c. 149, § 26 to 27D, as amended, apply to this project. It is the responsibility of the Bidder, before bid opening, to request, if necessary, any additional information on Minimum Wage Rates for those tradespeople who may be employed for the proposed work under this Contract.

The bidding and Award of this Contract will be under the provisions of M.G.L. Chapter 30B. The City of Medford reserves the right to accept any bid, in whole or in part, to reject any/or all bids and to waive minor irregularities and/or informalities as it deems to be in the best interest of the City.

The city is an Equal Opportunity Employer and encourages MBE/WBE/DBE participation in response to the bid process.

**Fiona Maxwell**  
Chief Procurement Officer

## **PROCUREMENT SCHEDULE**

Bid Documents Available via BidNetDirect.com: **November 18, 2021, at 8:30 AM**

Questions must be submitted via BidNetDirect.com: **December 3, 2021, at 10:00 AM**

Addenda:

If any changes are made to this Bid, an addendum will be issued. Addenda will be sent automatically to all bidders on record as having received the bid documents through BidNetDirect.com. Bidder must acknowledge any addenda issued on the Bid Form. No addenda will be issued within 24 hours of the bid due date unless it includes an extension of the bid due date itself.

Bids Due via BidNetDirect.com: **December 10, 2021, at 10 AM** (late submissions will not be accepted).

## GENERAL BID INFORMATION

**All terms in the General Bid Information are applicable to all Bid Items and are intended to be incorporated into the Bid Specifications for each Bid Item of this Invitation for Bids.**

### 1. Intent

The City of Medford is seeking competitive bids for the **Elder Persons' Transportation Services** in Medford, Massachusetts (the "Work"). All bids are subject to the provisions of M.G.L. Chapter 30B.

### 2. Contract Term

The Work shall commence in the January of 2022. This contract is a one (1) year contract, with two (2) optional one (1) year extensions, at the City's discretion. The successful bidder must enter into a Contract prepared by the City of Medford, a sample of which is attached in Appendix A.

Any financial obligation of the City is subject to appropriation on a fiscal year basis to cover the contract obligation and an annual authorization by the Mayor of the City of Medford to continue said contract obligations.

### 3. Requests for Interpretation

Bidders shall promptly raise the issue of any ambiguity, inconsistency, or error which they may discover upon examination of the bid documents, the work site, or any other condition which applies to the service/purchase. Bidders shall be familiar with all the IFB documents before submitting the bid in order that no misunderstanding shall exist in regard to the nature and character of the contemplated service/purchase. **No allowance will be made for any claim that the bid is based on incomplete information.** Bidders should note that **oral communications are not binding on the City.** Questions must be sent **in writing** via BidNetDirect 48 business hours before the date/time set for bid opening. The City will respond to written questions that are received by the deadline and through BidNetDirect, will automatically forward responses to all persons who are on record as receiving the bid package.

### 4. Bid Documents and Bid Forms

Bidders shall thoroughly familiarize themselves with all documents contained herein, as it is mandatory that all bids be in compliance with all of the provisions contained in said documents. The documents comprising the bid consist of (a) Invitation for Bid, (b) Any instructions to bidders, (c) Standard Terms and Conditions, (c) Specifications and Scope of Work, and (d) Bid Forms.

### 5. Bid Submission

All bids must be made on the attached bid forms, either clearly filled out with ink or typewritten on the bid forms prescribed. No explanations or exceptions to bid items may be made on the bid forms. The Bid Price shall encompass everything necessary for delivery of all items, materials, supplies, or services as specified. When applicable, in the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall govern.

Any bid which is not submitted on the official bid forms, according to the prescribed form, written in ink or typed, incomplete in any way, not properly signed, or otherwise contrary to instructions, may be rejected by the City of Medford.

Bids received via BidNetDirect prior to the time established for the receipt will be kept securely unopened. Given the COVID-19 pandemic, all bids will be opened publicly via Zoom (see immediately below for Zoom meeting information) and subsequent to the bid opening, all bids will be made public for the information of bidders and other properly interested parties by request.

Join Zoom Meeting

<https://zoom.us/j/3870869385?pwd=aDh0VmloZmV5TEtGZjBCQWlwR041Zz09>

Meeting ID: 387 086 9385

Passcode: bDXR5V

One tap mobile

+13017158592,,3870869385# US (Washington DC)

+13126266799,,3870869385# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 387 086 9385

Find your local number: <https://zoom.us/u/aB4zwowKS>

6. Modification, Withdrawal, and Duration

A Bidder may withdraw or correct their bid, via BidNetDirect, at any time prior to the scheduled time for opening bids. All bids are to remain valid for sixty (60) days after the opening of the bids.

7. Bid Deposit

All bids must be accompanied by a bid deposit in an amount not less than 5% of the total value of the proposed Work for the first year. Bid deposits shall be made payable to the "City of Medford" and shall be in the form of cash, certified check, or Treasurer's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts. All bid deposits will be returned to the unsuccessful bidders upon the Contract signing with the successful bidder and the receipt of the Performance Bond or, if no award is made, at the expiration of 45 business days after the opening of bids.

8. Bond Requirements

The Contractor shall furnish a **Payment Bond** from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the City, in an amount of **one half of the total contract price** for payment for labor performed or furnished and materials used or employed therein, when the contract is executed.

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

9. Award Criteria/Contractor Selection

Award will be made to the lowest responsible and eligible bidder as defined in M.G.L. Chapter 30B. Failure to meet any or all of the specifications listed in this IFB may result in rejection of a bid. A single contract will be awarded for all bid items.

The City reserves the right to accept or reject any or all bids or parts thereof or to waive any informalities in the bid, if it is deemed to be in the best interest of the City to do so.

Unless sooner rejected or accepted, all bids must be firm and continue in effect for sixty (60) days following the date of the bid opening.

10. Insurance Requirements

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts with minimum limits of \$1,000,000. No proprietor, partner, executive officer, or member shall be excluded. Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the City for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Contractor shall furnish to the City evidence of such insurance prior to the execution of this contract and before the same shall be binding on the parties thereto.

Prior to commencement of any Work and until completion of its Work under this Contract shall maintain the following insurance coverage, at its cost, from insurance acceptable to the City, giving evidence of such coverage to the City prior to execution of this Contract, a copy of such insurance coverage to be attached herewith:

- A. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.
- B. Contractor's Equipment Coverage (or a certification of self-insurance satisfactory to the City) must be provided on an 'All Risk' basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the Contractor.
- C. Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$2,000,000 general aggregate, \$1,000,000 per occurrence, \$100,000 damage to rented premises, \$5,000 medical expenses, \$1,000,000 personal & advertising injury, and \$2,000,000 completed operations aggregate.

- D. Umbrella Liability coverage with a minimum limit of \$1,000,000 per occurrence and \$1,000,000 aggregate.

All required insurance must be endorsed to name the City as Additional Insured (except Workers Compensation) and shall be primary and non-contributory. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificate for insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the City. The Contractor under this Contract shall not allow its subcontractors to begin Work until similar insurance has been so obtained and certificates of insurance approved by the Contractor.

11. 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 under the Commonwealth of Massachusetts regulations.

All Work will be done in accordance with applicable industry standards, codes, regulations, and/or manufacturer's specifications. The Contractor is responsible for providing adequate safety measures during Work to ensure protection of life and property. This bid shall include the Contractor providing all labor, materials, and equipment necessary to furnish the items in this Invitation for Bids.

All bidders must furnish proof of a minimum of five (5) continuous years in business and at least three (3) references for completed projects of similar size and scope in the last three (3) years.

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 shall cause the City to notify the Contractor by registered mail that his 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 City. 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, in writing, by the Contract Manager, as listed on the signature page of the Contract. The absence of approval from the Contract Manager may be considered a violation of the Contract and may result in non-payment of the additional work.

12. Assignment

The successful bidder will not be permitted to either assign or underlet the Contract, nor assign either legally or equitably any monies there under, or its claim thereto without the previous written consent of the City of Medford.

13. Taxes

Purchases by the City are exempt from any Federal, State or Municipal Sales and/or Excise Tax.

14. Contractor's Records

The successful bidder will be required to retain its records for at least six (6) years after final payment. These records may be subject to inspection by authorized representatives of the state or City of Medford during the entire six (6) year period.

15. Minority Procurement Goals

Under *Massachusetts Executive Order 237*, it is the policy of the Commonwealth to promote to the fullest, participation of all citizens in resources provided by municipal government. Therefore, the City of Medford invites the participation of Minority, Women, and Disadvantaged Owned Businesses in any and all parts of this Contract.

16. Non-Discrimination in Employment

A contract for Work under this Bid shall obligate the successful bidder not to discriminate in employment practices.

17. Minimum Wage Rates

The listing of CLASSIFICATIONS AND MINIMUM WAGE RATES as determined by the Commissioner of Labor and Industries under the provisions of M.G.L. c.149, §§ 26 to 27H inclusive, as amended, are attached in Appendix A.

The Contractor and all subcontractors shall comply with the requirements of M.G.L., c.149, §§ 26 through 27H inclusive, as amended. It is the obligation of the Contractor to assure that the Contractor and all of its subcontractors comply with the requirements of these requirements. The Contractor shall be responsible for all loss, cost, and damage suffered or incurred by the City as a result of any stop work order or other enforcement action taken by the Attorney General under the authority of M.G.L., c.149, §27, and shall release, indemnify, hold harmless and defend the City, its officers, employees and consultants, from and against all claims, actions, suits, fines, or administrative proceedings arising out of or related to the violation by the contractor or any subcontractor of the said Prevailing Wage Law (or, in the case of the contractor's defense obligation, the claimed violation thereof).

In accordance with State mandates, the City requires certified payrolls BEFORE payments are made for Work performed.

18. Payment

Payment shall be made on the amount of Work performed based upon the unit prices placed on the bid forms.

**THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS  
OR ANY PART OF ANY BID WHICH IN THE OPINION OF THE AWARDING  
AUTHORITY SERVES THE BEST INTEREST OF THE CITY OF MEDFORD, OR TO  
WAIVE MINOR INFORMALITIES.**

**ALL BID DOCUMENTS WILL BE INCORPORATED INTO THE CONTRACT  
DOCUMENT.**

**STANDARD TERMS AND CONDITIONS**

1. The City of Medford reserves the right to accept any bid, in whole or in part, to reject any/or all bids and to waive minor irregularities and/or informalities as it deems to be in the best interest of the City. The City reserves the right to make an award, in part or in whole, or by item, as may be determined to be in the best interest of the City of Medford.
2. Bid prices must include all costs to the City of Medford. This means that bid prices shall encompass everything necessary for delivery of all items, materials, supplies or services as specified. No claims will be allowed for additional charges that are not specifically stated and included in the bid. Bidders must bring to the attention of the City, prior to the bid opening, any ambiguity that may result in a claim for additional charges.
3. By submitting a bid, the Bidder warrants that they have thoroughly examined the specifications and is fully acquainted with all conditions and restrictions pertaining to the bid items. By submitting a bid, the Bidder warrants that they have thoroughly examined the City of Medford Contract document and is fully acquainted with all conditions and restrictions pertaining to the Contract document. No claims for any extra work or extension of time will be allowed for failure to observe these requirements.
4. An award to a bidder may be canceled if the bidder fails to prosecute the work with promptness and diligence.
5. The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance from imperfect or defective work done or materials furnished by the Contractor.
6. The successful bidder shall comply with all applicable Federal, State, or City of Medford statutes, rules, and regulations.
7. Purchases made by the City are EXEMPT from Massachusetts sales tax and Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
8. The successful bidder may be required to furnish a performance bond and/or a payment bond, in an amount and with surety satisfactory to the City. Bidder must pay all costs.



9. Verbal orders are not binding on the City and deliveries made or work performed without formal order or written contract are at the risk of the seller or Contractor and may result in an unenforceable claim.
10. The City of Medford **will not** pay any surcharge that is invoiced by the vendor for escalating fuel costs.
11. Contractors shall retain their records for at least six (6) years after final payment. These records may be subject to inspection by authorized representatives of the state or City of Medford during the entire six (6) year period.
12. Under Massachusetts Executive Order 237, it is the policy of the Commonwealth to promote to the fullest, participation of all citizens in resources provided by municipal government. Therefore, the City of Medford invites the participation of Minority and Women Owned Businesses in any and all parts of the Contract. Goals can be found in the attached Contract Determination. Bidders must read and make themselves familiar with the Affirmative Action/Equal Opportunity Provisions of this Contract and complete any forms provided by the City.
13. A contract for work under this Bid shall obligate Contractors or subcontractors not to discriminate in employment practices. Bidders must, if requested, submit compliance reports concerning their employment practices and policies in order to maintain their ability to receive an award of the Contract. Bidders must, if requested, submit a list of all subcontractors who will perform work on this Contract together with a "Certification of Bidder Regarding Equal Employment Opportunity" signed by the Contractor and/or his Subcontractors as requested.

## SPECIFICATIONS AND SCOPE OF WORK

### 1. General Information

The City is requesting bids from qualified providers to transport elders (defining age + 60 years) and elder persons who are physically or mentally challenged, as follows: round trips from clients' homes to local supermarkets, and to and from the Medford Senior Center (see: contract details for each service). Both contracts must be included in their entirety in any and all bids. The work shall commence in the January of 2022. This is a one (1) year contract, with two (2) optional one (1) year extensions, at the City's discretion. Any agreement is contingent upon the Medford Council on Aging receiving MA Executive Office of Elder Affairs Grant funds and Medford Office of Community Development Human Services Grant funds for each of the contract years, from January 1 to December 30, 2024.

**GENERAL REQUIREMENTS** (please provide information and any documentation to support each requirement as part of Bidders' Qualifications Bid Form):

**Equipment:** Handicapped equipped vehicles with hydraulic lifts and wheelchair tie downs required. Must meet ADA requirements. Two-way radio system must be installed and operational. Preventive maintenance plan must be in place. Company must have ability to substitute vehicles in the event of a breakdown.

**Insurance Coverage:** One-million-dollar vehicle insurance coverage required. All employees must be bonded against theft, loss and/or damage to clients' property.

**Experience:** Bidders must have at least five (5) years' experience in providing demand-responsive transportation service to elders (defining age: 60 years) and to mentally- and physically-challenged persons (including those using wheelchairs).

**Personnel:** Drivers must be trained in the following: First Aid, CPR, Defensive Driving and Passenger Assistance Techniques. Training certifications must be up-to-date and available on demand. Experience with disabled persons and senior citizens required. Company must do CORI/SORI check and must have the ability to replace drivers in the event of employee absence/unavailability.

**Service Parameters:** Must be able to provide reservation services directly to clients, from 9:00 am to 1:00 pm, Monday through Friday; service hours must be 8:00 am to 4:00 pm. Reservations will be taken by contractor staff by telephone **only** on a first come first served basis. The contractor must provide reservation services and transportation services directly. **No third parties are accepted.** Must have the capacity to routinely develop scheduling according to each program's parameters (eligibility and destinations). Must have the demonstrated ability to provide door-to-door service, and physical assistance to frail individuals. Must validate the capacity to meet contract requirements.

There are two types of services, client scheduling/reservation services and transportation services. Appointments are made ahead of time and the successful bidder "must be able to provide reservation services directly to clients, from 9:00 am to 1:00 pm, Monday through Friday; service hours must be 8:00 am to 4:00 pm." Senior Center transportation – depends on how many passengers have made appointments for each day and from what

area of the city they are picked up. Transportation is offered city wide for all Medford seniors age 60+. Two return trips are offered from 1:00pm and 3:30pm from Senior Center to return home. Times and bookings depend on the appointments made. Shopping has generally been broken down by areas of the city (Area 1, 2, 3, 4) and area 1 would go one day, Area 2, next day, Area 3 third day, and finally area 4. This would allow the van to pick up in generally one area and contain the amount of time shoppers are on the van with groceries.

Administrative Considerations: Statistical data, citing the units of service provided and the originating point of each unit, are required monthly. Three references from clients, including contact persons for follow-up, must be included with bid submission.

## 2. Scope of Work

### ITEM I: SENIOR CENTER TRANSPORTATION

#### SPECIFIC REQUIREMENTS:

The Medford Council on Aging and the successful bidder (hereafter referred to as "contractor") will agree to the following:

1. The contractor will provide round-trip nutrition-site transportation to/from the Medford Senior Center, 101 Riverside Avenue, Medford, to local elders (defining age = 60 years) and elder disabled persons, five days per week. Clients will be picked up at their homes between the hours of 9:30 and 10:30 am, and will be returned home from the Senior Center, either at 1:30 pm or 3:30 pm, depending upon the choice and convenience of the individual client.
2. An average of 52.50 hours of service (2 1/2 hours per day X 21 days per month) will be provided monthly.
3. Reservations will be taken by contractor staff by telephone **only** on a first come first served basis. The contractor must provide reservation services and transportation services directly. **No third parties are accepted.** Clients must be able to schedule and call for rides between the hours of 9:00 am and 1:00 pm, weekdays.
4. Contractor will serve up to 12 clients per scheduled day. Approximately 48 unduplicated clients will be served each month.
5. In consideration of the above, the City through the Medford Council on Aging will pay the contractor for actual services at the winning bid rate.
6. The work shall commence in the January of 2022. This is a one (1) year contract, with two (2) optional one (1) year extensions, at the City's discretion. The winning bidder must invoice against a properly issued Purchase Order from the City and must reference that Purchase Order on all invoices. The Purchase order is the contractor's evidence of encumbered funds for the services requested.

## ITEM II: SHOPPERS' SERVICE TRANSPORTATION

### SPECIFIC REQUIREMENTS:

The Medford Council on Aging and the successful bidder (hereafter referred to as "contractor") agree to the following:

1. The contractor will provide shopping transportation services to Medford elders (defining age = 60 years) and elder persons who are physically or mentally challenged. Clients will be picked up at their homes and transported to supermarkets serving their area.
2. An average of 37 hours of service per month will be provided (2.25 hours/day X 4 days X 4.3 weeks per month).
3. Reservations will be taken by contractor staff by telephone **only** on a first come first served basis. The contractor must provide reservation services and transportation services directly. **No third parties are accepted.** Clients must be able to schedule rides between the hours of 9:00 am and 1:00 pm, weekdays.
4. The contractor will serve up to ten shoppers per scheduled day, and approximately 40 unduplicated individuals will be served each month.
5. In consideration of the above, the City through the Medford Council on Aging will pay the contractor for actual services at the winning bid rate.
6. The work shall commence in the January of 2022. This contract is a one (1) year contract, with two (2) optional one (1) year extensions, at the City's discretion. This award is contingent upon the Council on Aging receiving grant funding each contract period or any portion thereof. The winning bidder must invoice against a properly issued Purchase Order from the City and must reference that Purchase Order on all invoices. The Purchase order is the contractor's evidence of encumbered funds for the services requested.

*Intentionally left blank*

**BID FORM (A)**  
**BIDDER INFORMATION**

The undersigned agrees that, if selected as Contractor, will within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this Bid. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

1. Name of Bidder \_\_\_\_\_

2. Permanent main office address \_\_\_\_\_

\_\_\_\_\_

3. When organized \_\_\_\_\_

4. If a corporation, please state where incorporated:

\_\_\_\_\_

If a partnership, please list names of partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If sole proprietorship - name and address of Owner:

\_\_\_\_\_

\_\_\_\_\_

5. How many years have you been engaged in the business of providing elder transportation under your present firm or trade name?

\_\_\_\_\_

6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion). Please attach an additional sheet if necessary.

\_\_\_\_\_

7. General character of work performed by you \_\_\_\_\_

\_\_\_\_\_

8. Have you ever failed to complete any work awarded you? If so, where and why? \_\_\_\_\_

9. Have you ever been defaulted on a contract? If so, where and why? \_\_\_\_\_

11. List all equipment available and mechanically in A-1 condition for use during the period of this Contract. Also, list all the above equipment owned by you.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: this \_\_\_\_ day of \_\_\_\_\_ 2021.

Bidder: \_\_\_\_\_  
(company name)

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
(please print name)

Title: \_\_\_\_\_

**BID FORM (B)**  
**BID SHEET**

*The quantity listed on the bid forms are estimates only. There are no guarantees of the total amount of work available, funds for any given year, or number of years.*

**BID FORM – PRICE PROPOSAL**

**Item I: Senior Center Transportation** (the hourly rate multiplied by 52.5 hours per month multiplied by 12 months provides an annual bid amount)

**Year One** (Approx. January 1, 2022, through December 30, 2022)

\$ \_\_\_\_\_ per hr x 630 hrs per year = \$ \_\_\_\_\_ per year

**Year Two** (Approx. January 1, 2023, through December 30, 2023)

\$ \_\_\_\_\_ per hr x 630 hrs per year = \$ \_\_\_\_\_ per year

**Year Three** (Approx. January 1, 2024, through December 30, 2024)

\$ \_\_\_\_\_ per hr x 630 hrs per year = \$ \_\_\_\_\_ per year

**Item I Total 3 years: \$ \_\_\_\_\_**

**Item II: Shopper's Service Transportation** (the hourly rate multiplied by 37 hours per month multiplied by 12 months provides an annual bid amount)

**Year One** (Approx. January 1, 2022, through December 30, 2022)

\$ \_\_\_\_\_ per hr x 444 hrs per year = \$ \_\_\_\_\_ per year

**Year Two** (Approx. January 1, 2023, through December 30, 2023)

\$ \_\_\_\_\_ per hr x 444 hrs per year = \$ \_\_\_\_\_ per year

**Year Three (Approx. January 1, 2024, through December 30, 2024)**

\$ \_\_\_\_\_ per hr x 444 hrs per year = \$ \_\_\_\_\_ per year

**Item II Total 3 years: \$ \_\_\_\_\_**

**Item I+ II Total 3 years: \$ \_\_\_\_\_**

Name of Company Bidding: \_\_\_\_\_

Bidder Authorized Signature: \_\_\_\_\_

Bidder acknowledges addenda #(s): \_\_\_\_\_



**BID FORM (C)**  
**REFERENCES**

List at least three (3) references for which Bidder performed similar work. Please list Contract, Contract Amount, Dates of Contract, Final Contract Amount, Contact Name and Telephone Number. (Bidders may use the City of Medford as a reference)

- 1) \_\_\_\_\_  
\_\_\_\_\_  
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- 2) \_\_\_\_\_  
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- 5) \_\_\_\_\_  
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**BID FORM (D)**  
**CERTIFICATE OF GOOD FAITH**

The undersigned bidder certifies under 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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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Company Name

---

Date

---

Signature and Title

**BID FORM (E)**  
**TAX COMPLIANCE CERTIFICATION**

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.

Authorized Signature: \_\_\_\_\_

Print name of authorized signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Telephone: \_\_\_\_\_

Social Security # or Federal Identification #: \_\_\_\_\_

Approval of a contract or other agreement will not be granted unless this certification form is signed by the applicant. Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The Town is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the 12 months ending June 30. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority M.G.L. c. 62C, § 49a.

**BID FORM (F)**  
**NON-DEBARMENT FORM**

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable department provisions of any other chapter of the general laws or any rule or regulation promulgated thereafter.

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Name of Person Signing Bid

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Name of Business

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Signature

---

Date

**Appendix A: Sample Contract and Minimum Wage Rates**

**CITY OF MEDFORD**

**CONTRACT NO. 22-0146  
Elder Persons' Transportation Services**

THIS AGREEMENT between the CITY of Medford, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "CITY", and \_\_\_\_\_, a Massachusetts corporation having a usual place of business at \_\_\_\_\_ hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

WHEREAS, the CITY invited the submission of quotes for the Elder Persons' (Age 60+) Transportation Services of \_\_\_\_\_, hereinafter "the Project"; and

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

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

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, Elder Persons' (Age 60+) and elder persons who are physically or mentally challenged, as follows: round trips from client's homes to local supermarkets, and to and from the Medford Senior Center (see: contract details for each service), and the CONTRACTOR's quote. 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 CITY 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 CITY from any and all claims and liabilities under this Agreement.
- C. Neither the CITY'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 CITY under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The CITY 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 M.G.L. c. 30B, §12(c)(3).
5. PAYMENT OF COMPENSATION. The CITY shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE CITY. The CITY's liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, 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 CITY for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the CITY 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 CITY, as set forth below:

General Liability (inc. bodily injury & property damage)  
\$1,000,000 per occ./ \$2,000,000 per aggregate

Automobile Liability (inc. bodily injury & property damage)  
\$1,000,000 combined single limit  
Automobile Liability shall cover the use of all owned, non-owned and hired vehicles in connection with its operation.

Equipment Insurance

By signing this contract, the CONTRACTOR agrees to provide self-insurance of equipment, if the CONTRACTOR is not providing coverage by a underwriter on an 'All Risk' basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented or used by the CONTRACTOR.

Workers' Compensation Insurance

Employers Liability (E.L.)	\$1,000,000 each accident
E.L. Disease	\$1,000,000 each employee
E.L. Disease	\$1,000,000 policy limit

No proprietor, partner, executive officer, or member shall be excluded.

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per claim (if applicable)
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- B. All policies shall identify the CITY as an additional insured (except Workers' Compensation and Professional Liability) and shall be primary and non-contributory. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies shall provide that the CITY 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 CITY 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.
- C. The CONTRACTOR under this AGREEMENT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.
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 CITY, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the CITY.
11. TERMINATION.

- A. Termination for Cause. If at any time during the term of this Agreement the CITY 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 CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY 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 CITY 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 CITY 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 CITY may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the CITY 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 CITY.

- B. Termination for Convenience. The CITY 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 CITY, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The CITY 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 CITY. Whenever requested, CONTRACTOR shall immediately furnish to the CITY full and complete written reports of his operation under this Contract in such detail and with such information as the CITY 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 CITY 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 CITY 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 below 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.

The City:

Fiona Maxwell  
Acting Chief Procurement Officer  
Medford City Hall  
85 George P. Hassett Drive  
Medford, MA 02155

The Contractor:

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 have hereto set forth their hands:

**CITY OF MEDFORD**

**[INSERT NAME OF COMPANY]**

\_\_\_\_\_  
Breanna Lungo-Koehn, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Fiona Maxwell, Chief Procurement Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS CONTRACT MANAGER:

\_\_\_\_\_  
Kimberly M. Scanlon, City Solicitor

Date: \_\_\_\_\_

\_\_\_\_\_  
Contract Manager Name, Title

Date: \_\_\_\_\_

I CERTIFY THAT FUNDS HAVE BEEN  
ENCUMBERED IN THE AMOUNT OF  
\$\_\_\_\_\_ FOR THIS CONTRACT.

APPROPRIATION NUMBER:

\_\_\_\_\_  
PO No. \_\_\_\_\_

\_\_\_\_\_  
Tyler Lavalley, Assistant Finance  
Director/Budget Manager

Date: \_\_\_\_\_

### CERTIFICATE OF CORPORATE AUTHORITY

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 \_\_\_\_\_  
(the date must be **ON OR BEFORE** the date the  
officer signed the contract or 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: \_\_\_\_\_  
(Signature of Clerk or Secretary)\*

AFFIX CORPORATE  
SEAL HERE

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.