

Town of Needham
Department of Public Works
Public Services Administration Building, 500 Dedham Avenue
Needham, Massachusetts 02492
Telephone (781) 455-7550

ACKNOWLEDGEMENT OF RECEIPT

Release Date	October 30, 2025
Bid Title	On-Call Snow Hauling Services
Bid Number	26DPW171G
Number of Documents	The Bid Package consists of 2 PDF documents. Returning this form confirms receipt of all the documents.
Pre-Bid Meeting	N/A
Questions Due	November 11, 2025 at 5:00pm
Bids are Due	November 18, 2025 at 1:00pm , Administration Office of the Department of Public Works located at the Public Services Administration Building, 500 Dedham Ave., Needham, MA, 02492
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via email to dpwbids@needhamma.gov or fax to the Department of Public Works at (781) 449-9023. Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this bid. Only those companies or individuals shown on the Distribution Register will receive addenda to this bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive .	
Name of Company or Individual	
Name / Title of Contact	
Address	
City/Town, State, Zip Code	
Telephone Number	
Fax Number	
Email Address	
Signature	
Date	
Addenda will be posted to the Town's website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

**On-Call Snow Hauling Services
26DPW171G**



Release Date	October 30, 2025
Pre-Bid Conference	N/A
Deadline for Questions	November 11, 2025 at 5:00pm
Bids Due	November 18, 2025 at 1:00pm Director of Administration PSAB 500 Dedham Ave. Needham, MA 02492

(Advertised in the Hometown Weekly issue of Thursday, October 30, 2025)
(Advertised on the MNPA's website, Thursday, October 30, 2025)
(Published in Goods & Services issue of Monday, October 27, 2025)
(Advertised in CommBuys on Thursday, October 30, 2025)

LEGAL NOTICE

**Town of Needham
Invitation for Bid (IFB)
Bid # 26DPW171G
On-Call Snow Hauling Services**

The Town of Needham is accepting sealed bids for **On-Call Snow Hauling Services**. Copies of the Invitation for Bid (IFB) package will be available beginning **October 30, 2025** at the Administration Office of the Public Works Department, 500 Dedham Ave., Needham, MA 02492 Monday through Friday during normal business hours, or from the Town's web site www.needhamma.gov/bids.aspx and will be available until the submission deadline.

Sealed bids must be submitted no later than **1:00pm, November 18, 2025** to the Administration Office of the Public Works Department, Town of Needham, 500 Dedham Ave., Needham, MA 02492. LATE BIDS WILL NOT BE CONSIDERED. Bids will be publicly opened after the submission deadline on November 18, 2025 at 1:00pm. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

**Kathleen King
Town Manager
October 30, 2025**

26DPW171G
On-Call Snow Hauling Services
Procurement in Brief

Primary Procurement Contact	Ashley Ellis, Management Analyst 781-455-7550
Contract Manager	Tyler Gabrielski, Director of Streets and Transportation
Bid Package Available	October 30, 2025 - Information and details of bidding requirements may be obtained at the Administration Office DPW, PSAB, 500 Dedham Ave., Needham, MA 02492, or online at the Town's web site http://www.needhamma.gov/bids.aspx
Pre-Bid Meeting	N/A
Bid Deposit	N/A
Deadline for Written Questions	November 11, 2025 at 5:00pm By Mail: DPW - 500 Dedham Ave., Needham, MA 02492 By Email: dpwbids@needhamma.gov Questions are to be clearly labeled as: QUESTIONS – On-Call Snow Hauling Services, 26DPW171G
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's webpage and emailed to all bidders on record as having received the bid package.
When and where bids are due	1:00pm, November 18, 2025, Administration Office DPW, PSAB, 500 Dedham Ave., Needham, MA 02492. LATE BIDS WILL NOT BE CONSIDERED
Where bids will be opened	Charles River Room, Public Service Administration Building, 500 Dedham Avenue, Needham, MA 02492 (immediately following submission deadline)
Contract Award	November 2025 Approval of Town Manager and Town Counsel is REQUIRED
Contract Length	This Agreement shall be for a term commencing upon execution and ending April 30, 2026.

Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms
* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions. ** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.	

PART 1 – GENERAL CONDITIONS AND SUBMISSION REQUIREMENTS

1.01 About Needham

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has a population of 28,886 (2010 Federal Census) and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five-member Board of Selectmen. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an "AAA" credit rating from Standard and Poor's.

The Town provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, town library, and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 - 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$160 million.

1.02 Intent

The Town of Needham is circulating this Invitation for Bids (IFB) with the intention of acquiring bids for On-Call Snow Hauling Services. All bids are subject to the provisions of M.G.L. Chapter 30B. The Town will award the contract to the lowest responsive and responsible bidder. The Town of Needham reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities. Such actions will be deemed to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for ninety calendar days (90) following the date of bid opening.

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

1.03 Quantities

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

1.04 General Contract Terms

The successful Bidder must enter into the Form Agreement prepared by Town Counsel (Sample Available Online). In accordance with Massachusetts General Laws, the contract continuation beyond first year is subject to annual appropriation and/or availability of funding.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

1.05 Questions Regarding Bid

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

1.06 Information about Changes to the Bid (Addenda)

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website**. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

1.07 Bid Deposits, Bonds, Insurance, and Indemnification

Refer to the Procurement in Brief section to see whether bid deposits, surety, payment and/or performance bonds are required.

Insurance

Bidder awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Needham as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope, or amount of any such policy or policies. Compliance by the Bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

Indemnification

The Bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, Contractor, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the Bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the Contract and/or failure to comply with terms and conditions of the Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be

released, waived, or modified in any respect by reason of any surety or insurance provided by the Bidder under the Contract.

1.08 Prevailing Wages – RESERVED – Not Required

1.09 Payment and Discount Terms, Adjustments for Incomplete or Unacceptable Work

Payment and Discount Terms

Payment terms for the Town of Needham are net 30 days. Indicate discounts, if any, for payments made less than 30 days. The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The Purchase Order number will change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of the services performed, the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work, as outlined in this IFB. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense.

1.10 Bid Modifications or Withdrawals

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

1.11 Premature Opening of a Bid

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

1.12 Unexpected Closure or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **the same time** on the next normal business day. Bids will be accepted at the same location until that date and time.

1.13 Late Submissions

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

1.14 Rejection of Bids

The bid must satisfy all the requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein
- Fails to submit its bid to the required address on or before the specified submission deadline
- Misrepresents its service or provides demonstrably false information in its bid or fails to provide material information.

1.15 Taxes

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

1.16 Public Records

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a contractor in response to this Bid. Thus, contractors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the contractor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

1.17 Conflict of Interest

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

1.18 Other Notices

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

1.19 Pre-Bid Conference

Refer to Procurement in Brief for details, if any.

1.20 Tie Bid

In the event that there is a **tie bid** between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

1.21 Contract Award

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

The Town of Needham will review all bids and award the contract to the lowest responsive and responsible bidder, not including the optional equipment item. There will only be one contract awarded under this bid.

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Needham will request required documents, including any insurances and bonds, then email the contract package to be signed by the Bidder. The Town of Needham will then counter sign the contracts and will return one complete contract to the Bidder. Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

1.22 Submission Requirements

Quality Requirements

- ✓ **All bidders must furnish proof of a minimum of three (3) continuous years in business.**
- ✓ **All bidders must provide owner contact information for five (5) customers to whom they have provided services of a similar nature and scope within the last five (5) years.**
- ✓ The bidder shall submit their proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.

Submission Requirements

1. The bid is to be submitted and addressed as follows: Director of Administration, PSAB, 500 Dedham Ave., Needham, MA 02492.
2. The bid is to be clearly marked IFB 26DPW171G, On-Call Snow Hauling Services.
3. Bidder must acknowledge all addenda related to this IFB, if any.
4. Bidder must submit a completed **Bid Form A: Bid Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed. The Bidder will include as many completed **Equipment Submission Forms** as required.
5. Bidder must submit a completed **Bid Form B: Bidder Information Response** form.
6. Bidder must submit a completed **Bid Form C: Authentication Form**.
7. Bidder must submit a signed **Bid Form D: Certificate of Good Faith**.
8. Bidder must submit a completed **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
9. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package as **Bid Form F**).
10. Bidder must submit a completed **Bid Form G: Certificate of Authority** or **Corporate Resolution**; if applicable.
11. Bids must be received and time stamped no later than the deadline stated in the **Procurement Schedule** (Where and When Bids are Due). LATE BIDS WILL NOT BE CONSIDERED.
12. A **Bid Deposit** is **NOT** required.
13. Delivery, if required, will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
14. Any additional requirements as required in the Scope of Service.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

PART 2 – SCOPE OF SERVICES

2.01 General

The Town of Needham intends to award one contract for On-Call Snow Hauling Services, to be provided as needed to support the Town's snow removal operations during the winter season. For the purposes of this contract, the winter season is defined as November 15, 2025 through April 30, 2026. The selected contractor shall furnish all labor and equipment required for the removal and dumping of transporter trucks at designated snow dumps as directed, based upon the Town's needs and any emergencies that may arise.

2.02 Hours of Work

Equipment and operators must be available 24 hours per day, 7 days per week, including holidays. All work in this contract will be identified by the Director of Public Works and shall be performed in accordance with Town specifications or as directed by the Director.

The Town shall request snow hauling services for a minimum of eight (8) hours per operation. If for whatever reason operators are dismissed before this eight-hour minimum is reached, payment will still be made for eight hours of work (assuming the Contractor has fulfilled all obligations in accordance with Town specifications). A request for service for any given snow event shall be at the sole discretion of the Director of Public Works or their designee.

2.03 Response Time

The Contractor must designate an employee or contact with the authority to speak on behalf of the contractor for initiating requests for service. The Town will select a designee or designees to initiate work on behalf of the Town.

A request for service will be generated in writing (including email or text) for work as scheduled. For emergency work, the first point of contact may be a phone call with a follow up written request.

The Contractor must acknowledge and respond to emergency calls within two (2) hours after receipt of notification. The Contractor is required to be on site and commence snow removal operations within eight (8) hours of being contacted by the Director of Public Works or their designee unless otherwise directed by the Director.

2.04 Equipment Needs

To fulfill the requirements of this bid, the bidder must be capable of providing any combination of the equipment types listed below to respond to snow events for the duration of the winter season. Please note that the listed number of pieces for each type represents a MAXIMUM number of pieces that could be called in during snow operations, with a high-intensity event requiring all 28 pieces. Depending on the severity of the snow event, several fewer units may be required than the maximum counts listed below and as priced on the bid sheet. The number and combination of pieces of equipment required for each snow event is to be determined by the Town on a case-by-case basis.

Three	10 Cubic Yard Capacity 6-Wheel Dump Truck and Driver
Eighteen	18 Cubic Yard Capacity 10-Wheel Dump Truck and Driver
Seven	32 Cubic Yard Capacity 18-Wheel Dump Truck and Driver
<i>Optional Equipment</i>	
One	Bulldozer (D6 or >) equipped with tracks to push and stack snow

2.05 Equipment Requirements

Trucks used by the Contractor for hauling the snow shall be constructed of steel, in good condition, and designed for the intended purpose of safe, secure storage of materials during loading and transport. The containers shall have a secure cover that will prevent the release of material from trucks during transportation. The containers must be approved by and labeled in accordance with the U.S. Department of Transportation (DOT). The truck trailers shall be silt proof and water resistant in accordance with DOT.

2.06 Mandatory Documents

Contractors are required to provide the Town with copies of the following:

1. Names and addresses of all transporters;
2. Transporter identification numbers (USEPA or Massachusetts Department of Transportation Transporter) and expiration dates;
3. Proof of permit, license, or authorization to transport snow, when applicable, in all affected jurisdictions;
4. Certificate of Insurance as specified;
5. Copy of valid vehicle registration;
6. W-9

Contractors must supply and maintain a current valid registration for the specific equipment being inspected and a Certificate of Insurance naming the Town of Needham as "Additional Insured for snow plowing operations."

2.07 Insurance Requirements

Minimum certificates of insurance for vehicle liability coverage must meet or exceed the coverage as shown below (All vehicles must be listed on the insurance certificates):

1. Bodily injury: Minimum \$250,000 per person and \$500,000 for each occurrence.
2. Property damage: Minimum \$200,000 for each occurrence.
3. Town of Needham additional named as "Additional Insured for snow plowing operations."

The Contractor shall defend, indemnify and hold harmless the Town, its agency and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, performance of the work called for under this contract, provide that any such claim, damage loss or expense is caused in whole or in part by and act or omission of the contractor or anyone for whose acts the contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

2.08 Contractor and Operator Requirements

Contractor equipment will provide Snow Hauling services solely for the Town of Needham as directed.

The Contractor is responsible for the notification, coordination, administration, and execution of each hauling operation. This includes, but is not limited to: scheduling their operators and equipment to report to the Town, invoicing, and hours tracking.

For longer storm durations, the Contractor shall rotate operators into the equipment as necessary to ensure a safe and efficient operation. When called for service, the Contractor will be responsible for assigning and contacting their equipment operators to report for service. The equipment must arrive for each event in good working order. The ability to provide uninterrupted service for the duration of an event is essential. Valid insurance, registration, inspection, and licensing for each vehicle and operator must be maintained at all times. The Town of Needham reserves the right to inspect any participating vehicle at any time to verify suitable condition. This inspection may include a review of insurance, license, inspection, and registration documents. The Contractor is responsible to pay all expenses that they incur while performing On-Call Snow Hauling Services and removing services with the Town.

Vehicle operators must report to the Highway Snow Dispatch Office at 470 Dedham Avenue in Needham to sign in and out for each event and operator rotation. The off-hours phone number for Snow Dispatch is (781) 455-7548. There are no exceptions to this policy. Failure to comply may result in forfeiture of payment. Contractors whose equipment operators respond to Dispatch and sign-in within one hour of the initial call will be paid from the time of call. A prepositioning call does not qualify for payment from the time of call to time of reporting to Snow Dispatch. No payments shall accrue during extended equipment failures or breakdowns. Operators leaving their assignments without first notifying the supervisor will be paid for verifiable hours worked and may be released from the program.

Cell phones are mandatory for all hired equipment operators. Text message shall be the primary form of contact for calling in the Contractor for events. The Contractor shall provide the Director of Public Works or their designated agent with the phone numbers of all cell phones to be used by operators. Any change in number must be provided to the dispatcher prior to beginning the assignment.

The Contractor and its operators are not employees of the Town of Needham while performing services under this agreement but are acting as independent contractors or as an employee of the Contractor. For additional information, contact the Highway Division at (781) 455-7550 ext. 339.

2.09 Subcontractors

The Contractor must submit a list of subcontractors upon execution of award for approval by the Town of Needham prior to use.

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PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION

On-Call Snow Hauling Services 26DPW171G

Company Name: _____

- ☐ Bidder has completed and returned the **Acknowledgment of Receipt** form (via fax or email).
- ☐ Bidder has completed, signed, and enclosed the **Bid Form A: Bid Price Form** or an exact copy, including as many completed **Equipment Submission Forms** as required.
- ☐ Bidder has completed, signed, and enclosed the **Bid Form B: Bidder Information Response** form.
- ☐ Bidder has completed, signed, and enclosed the **Bid Form C: Authentication Form**.
- ☐ Bidder has completed, signed, and enclosed the **Bid Form D: Certificate of Good Faith**.
- ☐ Bidder has completed, signed, and enclosed the **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- ☐ Bidder has provided at least five (5) references on the **Bid Form F: Professional Reference Form** of which at least three (3) are governmental units (municipal/county/regional district/state agency/special district).
- ☐ If the bid submission is signed by someone other than the Owner/President of the company, a completed **Bid Form G: Certificate of Authority of Corporate Resolution** for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- ☐ Bidder acknowledged all addenda, if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

This form must be completed and filed with bid submission

**Bid Form A: Bid Sheet
On-Call Snow Hauling Services
26DPW171G**

On-Call Snow Hauling Services - 26DPW171G						
A	B	C	D	E	F	G
Item	Max. Pieces Required	Description	Per Hour Rate	Estimated Quantity	Unit	Total Anticipated Costs (B x D x E)
1	3	10 Cubic Yard Capacity 6 Wheel Dump Truck and Driver	\$	85	hours	\$
2	18	18 Cubic Yard Capacity 10 Wheel Dump Truck and Driver	\$	85	hours	\$
3	7	32 Cubic Yard Capacity 18 Wheel Dump Truck and Driver	\$	85	hours	\$
Total Estimated Value (1G+2G+3G)						\$
Optional Equipment						
4	1	D6 or > bulldozer	\$	95	hours	\$
Total Estimated Value with Optional Equipment (1G+2G+3G+4G)						\$

Bidder Acknowledges Addenda #: _____

Company Name: _____ Number of Years in Business: _____

Address: _____

Authorized Signature: _____

Printed Name & Title: _____

This form must be completed and filed with bid submission

Equipment Submission Form
On-Call Snow Hauling Services
26DPW171G

One Vehicle Description Completed Per Piece of Equipment Submitted

Vehicle Description

Type of Vehicle: _____ Make/Year: _____ Plate: _____

Vehicle Markings / Colors: _____

of Wheels: _____

Hourly Rate for Plowing: \$ _____/hour

Hourly Rate for Hauling/Removal: \$ _____/hour

Vehicle Description

Type of Vehicle: _____ Make/Year: _____ Plate: _____

Vehicle Markings / Colors: _____

of Wheels: _____

Hourly Rate for Plowing: \$ _____/hour

Hourly Rate for Hauling/Removal: \$ _____/hour

Vehicle Description

Type of Vehicle: _____ Make/Year: _____ Plate: _____

Vehicle Markings / Colors: _____

of Wheels: _____

Hourly Rate for Plowing: \$ _____/hour

Hourly Rate for Hauling/Removal: \$ _____/hour

(Make as many copies as necessary)

This form must be completed and filed with bid submission

Bid Form B: Bidder Information Response
On-Call Snow Hauling Services
26DPW171G

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Company Fax Number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts – Required

Individual submitting the bid: (This is the individual who should sign the Certificate of Good Faith)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Individual to be contacted about the bid: (If different from the individual submitting the bid)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

Individual authorized to contractually bind the company: (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? ☐ **Yes** ☐ **No**
2. Is the Bidder prepared to provide the insurances as required? ☐ **Yes** ☐ **No**
3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? (If yes, the bid may be deemed conditional.) ☐ **Yes** ☐ **No**
4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? ☐ **Yes** ☐ **No**
5. Is the Bidder prepared to execute the Town's contract, if awarded? ☐ **Yes** ☐ **No**

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

This form must be completed and filed with bid submission

**Bid Form C: Authentication Form
On-Call Snow Hauling Services
26DPW171G**

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, the contractor shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

Name of Bidder: _____

Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____ Phone Number: _____

Fax Number: _____ Email: _____

This form must be completed and filed with bid submission

**Bid Form D: Certificate of Good Faith
On-Call Snow Hauling Services
26DPW171G**

CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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 individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____(name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

☐ as partner for _____, a partnership.

☐ as _____ for _____, a corporation.

☐ as attorney in fact for _____, the principal.

☐ as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

This form must be completed and filed with bid submission

**Bid Form E: Certificate of Compliance with Massachusetts Tax Laws
On-Call Snow Hauling Services
26DPW171G**

[Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.]

Pursuant to M.G.L. c.62C, §49A , the undersigned acting on behalf of the Contractor* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.**

(1) Contractor: _____ Date: _____

Print Name: _____

Social Security Number: _____

Corporation, Association, or Partnership: _____

Federal Tax ID Number or Social Security Number: _____

(2) By: _____ Date: _____
(Authorized Corporate Signature)

Name and Title: _____

Note to Contractor***: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

** The provision in this Certification relating to child support applies only when the Contractor is an individual.

*** Approval of a contract or other agreement will not be granted until the Town of Needham receives a signed copy of this Certification.

This form must be completed and filed with bid submission

Bid Form F: Professional References (1 of 3)
On-Call Snow Hauling Services
26DPW171G

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED
INFORMATION MUST BE FILED WITH BID SUBMISSION**

Bid Form F: Professional References (2 of 3)
On-Call Snow Hauling Services
26DPW171G

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED
INFORMATION MUST BE FILED WITH BID SUBMISSION**

Bid Form F: Professional References (3 of 3)
On-Call Snow Hauling Services
26DPW171G

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: ☐ Yes ☐ No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED
INFORMATION MUST BE FILED WITH BID SUBMISSION**

**Bid Form G: Certificate of Authority
On-Call Snow Hauling Services
26DPW171G**

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the
contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of Clerk or Secretary)* 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.