

**Mowing and Landscape Maintenance Services  
Town of Bridgewater**

**Request for Proposals**

The Town of Bridgewater invites sealed bids for the purchase of **Mowing and Landscape Maintenance Services**. Bids must be made in accordance with all applicable federal, state and Town laws and regulations and must comply in all respects with the instructions, conditions, specifications and other requirements in the Request for Proposals bid packages which can be obtained from the Office of the Town Manager, Municipal Office Building, 66 Central Square, Bridgewater, MA 02324 (508-697-0919). Bids in sealed envelopes shall be marked "**Mowing and Landscape Maintenance Services**" and delivered to the above address by **Friday, May 12, 2017, at noon**. All bids must be submitted on official town bid forms - no exceptions. No bidder may withdraw his bid for a period of forty-five (45) days, excluding Saturdays, Sundays and Holidays, after the actual date of opening of the bids. The Town reserves the right to reject any and all bids, to waive minor informalities or irregularities in any bid, and to make an award in any manner consistent with the law and deemed to be in the best interest of the Town of Bridgewater.

*Town Manager*

**TOWN OF BRIDGEWATER**  
**REQUEST FOR PROPOSALS**  
**Mowing and Landscape Maintenance Services**

SECTION A: INTRODUCTION

The Town of Bridgewater ("the Town"), acting through its Town Manager, invites sealed bids for **Mowing and Landscape Maintenance services**. This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws, Chapter 30B, and all bids must be evaluated in strict accordance with the requirements and criteria set forth in this Request for Proposals. The Town has no discretion under the law to consider bids that fail to comply with those requirements, except for minor informalities or irregularities.

SECTION B: INSTRUCTIONS TO CONTRACTORS

SECTION B: INSTRUCTIONS TO CONTRACTORS

1. General: Contract Documents

The bid documents, which will form the contract, consist of this Request for Proposals and all bid documents required to be submitted by Bidders, including any modifications duly incorporated in any of the foregoing documents before the close of bids.

2. Preparation and Submission of Bids

A contractor who desires to submit a bid contemplated in the advertisement shall thoroughly review and be familiar with these instructions, the general conditions, the specifications, the plans, and Exhibits attached before submitting the bid documents required. Bidders are cautioned to examine carefully the conditions affecting the proposed contract and to acquaint themselves with the quantity and character of the material to be handled under the contract. Submission of a bid shall be deemed conclusive evidence that the bidder is fully acquainted with and shall be fully responsible for all such requirements and conditions.

3. Questions

All questions by prospective bidders concerning interpretations of this Invitation for Bid must be submitted in writing by the close of business Wednesday, May 10, 2017, to: Town Manager's Office, Bridgewater Municipal Office Building, 66 Central Square, Bridgewater, Massachusetts 02324. All questions submitted by May 10, 2017, will be responded to.

4. Bids

Each bid shall conform to the following:

- a. One copy of all bid documents shall be submitted and delivered in a sealed envelope marked "**Mowing and Landscape Maintenance Services**" and addressed as follows: Town Manager's Office, Bridgewater Municipal Office Building, 66 Central Square, Bridgewater, Massachusetts 02324.
- b. All bids shall be submitted on the prepared forms and shall include all other documents required, including, but not limited to, a Certification of Non-Discrimination (Exhibit A), a Certificate of Non-Collusion (Exhibit B), and the Standard Bid Form (Exhibit C), which includes the Certificate as to Corporate Bidder, Bidder Information and Reference Form (Exhibit D), and Evaluation Information (Exhibit E). Failure to submit a bid on the Standard Bid Form provided shall be considered cause for rejection of the bid, however additional sheets may be used if necessary.

- c. A bid shall not be considered which is not in the possession of the Town Manager's Office by the time indicated in the advertisement.
- d. A bid must be signed, as follows: ( 1) if the contractor is an individual, by him\her personally; (2) if the contractor is a partnership, by the name of the partnership, followed by the signature of each general partner; (3) if the contractor operates under the Fictitious Names Act, by the name of the fictitious identity, followed by the signature of each owner; and (4) if a contractor is a corporation, by the authorized officer, whose signature shall be attested by the Clerk/Secretary of the Corporation and the Corporate Seal affixed.
- e. A contractor may withdraw his bid at any time up to the time set for opening of the bids, provided the request for withdrawal is presented in writing and signed by the contractor in the manner and form required for submitting of a bid. A bid may not be withdrawn after the time set for opening the bids, except as provided by law. After the bid opening, a bidder may not change the price or any other provision of the bid in a manner prejudicial to the interest of the Town of Bridgewater or fair competition. The procurement officer shall waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the procurement officer shall correct the mistake to reflect the intended correct bid and so notify the bidder in writing, and the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident.
- f. Contractors shall make all price quotes in writing and figures, corresponding with United States of America currency (i.e. dollars and cents). In case of discrepancy, the quote in writing shall bind.
- g. Bids calling for alternative contract and performance specifications will not be considered. Substantive exceptions, modifications or additions to any portion of the Bid documents identified on the standard bid form will be cause for rejection of the bid. Exceptions to specifications made elsewhere in the bidders' submission shall be of no effect and a bidder will be bound to the bid without any exceptions. The use of brand names, model numbers, part dimensions and strength or capacity specifications are for descriptive purposes only. The Town is willing to accept alternative components as long as they are functionally equal or superior to the part specified and the bidder can document such functional equivalency.
- h. Pursuant to M.G.L. chapter 62C, section 49A, contractors shall prior to submission of bids, provide their social security numbers or federal identification numbers on the space provided on the bid sheet. These statements are attested when the bid is properly signed and executed. By signing this Bid, the Contractor shall certify that under penalties of perjury, the signing party has filed all State tax returns and has paid all State taxes required under law.

## 5. Bid Security

Not required

## 6. Determination of Responsibility

- a. All bidders shall be required to demonstrate to the satisfaction of the Town that they have adequate financial resources, personnel, facilities, and expertise to perform the services required by the specifications and shall furnish such information and proof of these qualifications as required by this Request for Proposals and the exhibits hereto. No contract will be awarded to any bidder who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization, or facilities to conduct and complete the services in strict accordance with the specifications.
- b. The Town, in considering each bid, shall, prior to any determination and subsequent award, investigate and evaluate the bidder to determine whether the bidder is responsible. Consideration may be given to the bidder's prior experience in providing similar services; reference checks, the financial and organizational status of the bidder, and prior compliance with applicable laws, ordinances, rules and regulations.
- c. After the opening of sealed bids, but before the award is made, the Town may require additional information, either technical or general, from any of the qualified bidders in order to determine the award. This information shall be supplemental in nature and may not add to, detract from, or conflict with the contents of the original sealed response.
- d. No provision in this Request for Proposals should be construed to require an award to a bidder whose submitted background information, when investigated and verified by the awarding authority, raises significant questions as to its ability to successfully provide the services required.

## 7. Opening and Consideration of Bids

- a. Each bid shall be opened and read by the Town Manager in the process outlined in MGL c.30B, section 6. This will not be a public opening.
- b. Consideration and acceptance of bids shall be based on the ability of the contractor to meet the specifications legally advertised and set forth in this Request for Proposals and any subsequent modifications thereof.
- c. Any non-substantive exceptions, changes, modifications, alternatives, etc., may be considered as long as they are clearly noted on the Standard Bid Form (Exhibit C), explained, and identified by the initials of the signing parties.
- d. The Town shall have the right to reject any and all bids and parts thereof, or items therein, and to waive any defects or irregularities as to form therein.
- e. The Town will award the Contract or reject all bids within forty-five (45) days after the opening of the bids. The Town shall have the time indicated in which to investigate, evaluate, and award or reject the bids. No contractor shall have the right to withdraw, change, or alter its bid within said time.

## 8. Evaluation Criteria

- a. All qualified bids will be reviewed by the Town Manager, the Parks and Recreation Director, and the Structures and Grounds Superintendent. The Contract will be awarded to the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria set forth in the request for proposals.
- b. The Town will evaluate respondents based on the following:
  - a. Similar work:
    - i. Demonstrate three other municipal customers for whom the bidder does substantially similar work (Highly Advantageous - 20 points)
    - ii. Demonstrate at least two other municipal customers for whom the bidder does substantially similar work (Advantageous - 10 points)
    - iii. No similar municipal customers (Not Advantageous - 0 points)
  - b. Experience maintaining and commissioning and decommissioning municipal fountains:
    - i. At least 12 years of experience with municipal fountains (Highly Advantageous - 20 points)
    - ii. At least 5 years of experience with municipal fountains (Advantageous - 5 points)
    - iii. Less than 5 years of experience with municipal fountains (Not Advantageous - 2 points)
    - iv. No experience with municipal fountains (Unacceptable - 0 points)
  - c. Demonstrated knowledge of municipal parks' lighting systems
    - i. At least 10 years of experience with municipal parks' lighting systems (10 points)
    - ii. At least 5 years of experience with municipal fountains (5 points)
    - iii. Less than 5 years of experience with municipal fountains (2 points)
    - iv. No experience with municipal fountains (0 points)
  - d. Demonstrated knowledge of lawn care and maintenance
    - i. At least 10 customers using bidder's lawn care and maintenance services (10 points)
    - ii. At least 5 customers using bidder's lawn care and maintenance services (5 points)
    - iii. Less than 5 customers using bidder's lawn care and maintenance services (2 points)
    - iv. No customers using bidder's lawn care and maintenance services (0 points)
  - e. Demonstrated knowledge of shrub and tree maintenance
    - i. At least 10 customers using bidder's shrub and tree services (10 points)
    - ii. At least 5 customers using bidder's shrub and tree services (5 points)
    - iii. Less than 5 customers using bidder's shrub and tree services (2 points)
    - iv. No customers using bidder's shrub and tree services (0 points)

## 9. Award of Contract

- a. Any contract awarded will be to the responsible and responsive bidder, whose bid conforms to the Request for Proposals and specifications. The Town Manager will then negotiate a price. The Town of Bridgewater reserves the right to reject any and all bids and to waive minor informalities and irregularities in bids. The Bridgewater Town Manager, in his capacity as the chief executive body in the Town of Bridgewater, will award the bid following a recommendation from the Bridgewater Parks and Recreation Director and the Structures and Grounds Superintendent and the review committee.
- b. The bids shall remain firm for at least forty-five (45) days after the opening of bids. The successful bidder will be notified in writing that its bid has been accepted and that it has been awarded the contract. Contract forms, in the form specified herein, will be sent with the notification of award to the successful bidder who shall execute and deliver the contract to the Chief Procurement Officer within twenty-one (21) calendar days after the date of the award.
- c. The Contractor shall furnish forthwith a Certificate of Insurance for each policy required, if any, in the Contract.
- d. The Contract shall be in writing and be executed in duplicate.

## 10. Failure to Execute Contract

- a. Should the successful bidder fail to execute the contract and furnish the required documents and signed contract within the time stipulated, the Town, at its option, may determine that the Bidder has abandoned the contract and thereupon the bid and acceptance shall be null and void.

# SECTION C: GENERAL CONDITIONS

## 1. Clarification of Terms

- a. The terms "day" and "working day" shall be interpreted to mean Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday morning, exclusive of legal holidays.
- b. "Contractor" and "Bidder" shall be interpreted to mean the individual, partnership, company, corporation, or other entity making a sealed bid to the Town of Bridgewater for the items, services or projects advertised in connection herewith.
- c. "Town" and "Bridgewater" shall be interpreted to mean the Town of Bridgewater, a Massachusetts municipality with offices located at Municipal Office Building, 66 Central Square, Bridgewater, Massachusetts 02324.
- d. The "Town Manager" shall mean the duly-appointed chief executive officer of the Town of Bridgewater.
- e. "Contract" shall mean collectively all the covenants, terms and stipulations in the Invitation for Bid, instructions to contractors, general conditions, specifications, the required bid documents submitted, and any supplementary documents which constitute the parties' agreement.

## 2. Performance Security

Not required.

## 3. Massachusetts General Laws

- a. The Contractor will keep itself informed of all applicable federal, state, and local laws, by-laws, ordinances, and rules and regulations, and must at all times conform to and abide by same. This contract shall be considered to include all terms required to be included in it by Massachusetts General Laws, Chapter 149 as amended, Chapter 30B as amended, and any other applicable laws, as though such terms were set forth in full herein.
- b. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, by-law, rule, or regulation, the Contractor shall forthwith report the same to the Chief Procurement Officer or Town Manager. The Contractor shall at all times itself observe and comply with, and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, by-laws, rules and regulations and shall protect and indemnify the Town; the Town Manager; the Town Council, their officers and agents, against any claim or liability arising from or based on the violation of any such law, ordinance, by-law, rule, or regulation, arising out of the work under this contract.

#### 4. Non-Discrimination

- a. The Contractor will not discriminate against employees or applicants for employment because of race, color, religious creed, national origin, sex, age or ancestry in connection with the performance of services under this contract. Bidders must certify such intent not to discriminate on the form provided (see Exhibit C attached).

#### 5. Indemnification

- a. The Contractor will defend, indemnify, and hold harmless the Town of Bridgewater, its officers, agents, servants and employees against any and all claims, demands, liabilities, losses, damages and expenses the Town of Bridgewater, its officers, agents, servants and employees may incur arising out of or in any way connected with the Contractor's operation of its facility or the Contractor's performance of or failure to perform its obligations under this contract.

#### 6. Insurance

- a. The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this procurement. The contractor and any subcontractors used will be required to certify that they are insured for workers' compensation, property damage, personal and product liability. All certificates of insurance shall include the Town of Bridgewater as an additional named insured and shall require a thirty-day notice of cancellation to the Town. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts indicated below:

##### General Liability

Bodily Injury Liability .....\$1,000,000 per occurrence

Property Damage Liability .....\$500,000 per occurrence

(or combined single limit) ..... \$1,000,000 per occurrence

##### Automobile Liability

Bodily Injury Liability .....\$1,000,000 per occurrence

Property Damage Liability .....\$500,000 per occurrence

(or combined single limit) .....\$1,000,000 per occurrence

##### Workers Compensation

Coverage for all employees in accordance with Massachusetts General Laws

#### ***Special Notation:***

Prior to the start of the contract, the successful bidder must submit Certificates of Insurance naming the Town of Bridgewater as an additional insured with thirty-day notice of cancellation.

#### 7. All Contracts are Subject to Appropriation

- a. The execution of a contract is subject to adequate financial appropriations for the items, services or projects advertised. The lack of adequate financial appropriation by the Town for such items, services or projects constitutes grounds to reject all bids that exceed the financial limitations imposed by the Town.

#### 8. Sales Tax Exemption

- a. The Town of Bridgewater is exempt from state sales tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. This may be considered when forming contract prices.

#### 9. Assignment and Organization Changes

- a. The Contractor shall not assign, sub-contract, or in any way transfer any interest in this contract in whole or in part, or delegate any of the work to be performed hereunder to any other person, firm, company, corporation, or organization without the express written permission of the Town. The Contractor shall not assign any monies due, or to become due to him under this Contract, without prior express written consent of the Town.

- b. The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall at the election of the Town:
  - 1) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town;
  - 2) Fully obligate the newly formed organization, corporation, and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.
- c. Failure of any subcontractor to perform shall not relieve the Contractor of its obligations to fulfill all terms and conditions of the Contract as set forth herein.

#### 10. Cancellation/Default

- a. The failure of either party to fulfill a material obligation of the Agreement, which continues for fourteen (14) days after written notice of the same, the falseness of any statement by the Contractor in its bid documents, the institution by or against the Contractor of any bankruptcy, receivership or insolvency proceedings, the dissolution of the Contractor, or the making of an assignment for the benefit of its creditors, shall constitute an event of default. Upon an event of default, the other party to the contract may terminate the contract, in addition to all other remedies to which it may be entitled by law or in equity, including without limit all rights the Town may have to the bond required hereunder.
- b. The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town to enforce same, nor shall waiver by the Town of any breach of said provisions be taken to be a waiver of said provisions or any subsequent breach of said provisions.

#### 11. Severability

- a. If any portion of this Contract is found to be unenforceable or contrary to law, it shall not affect the validity of the remainder of the Contract.

#### 12. Amendment

- a. The documents expressly incorporated herein comprise the parties' entire contract and there are no other agreements between the parties. Any amendments to the contract must be in writing and signed by the duly authorized representatives of the parties.

#### 13. Price

Bidders shall submit the following as part of their bid:

- a. Total Price, (as specified in the Section D: Specifications,) for basic Mowing and Landscape Maintenance Services for the subject properties for the full term of the contract, which is three years.
- b. Breakdown of Total Price, (as specified in Section D: Specifications,) for basic Mowing and Landscape Maintenance Services for each year of the contract. All prices shall remain firm and in effect throughout the period of the contract.

#### 14. Payment

- a. The Contractor shall bill the Town on the date of the first Friday of each month, itemizing the basic fee and any optional/additional services at the agreed upon price, performed in the previous month, by written invoice submitted to the Structures and Grounds Superintendent. (All optional/additional services must be submitted in writing with the proposed fee to, and authorized by, the Structures and Grounds Superintendent.) All such bills, following review and approval by the Structures and Grounds Superintendent, will be paid by the Town within forty-five (45) days from receipt.
- b. The Town may retain or set-off any monies which would otherwise be payable hereunder and apply as much as may be deemed necessary to the payment of any expenses, losses, or damages directly or indirectly resulting to

the Town in connection with the Contractor's failure to faithfully perform this Agreement, which may include completion of tasks not previously approved and authorized in writing by the Structures and Grounds Superintendent. In addition, in the event that claims are made against the Town, its officers, agents, or servants as a result of such failure to perform this Agreement, the Town may at its option retain until such claims are settled so much of such monies as the Town Manager shall be of the opinion will be required to settle such claims. Any monies kept hereunder shall be deemed not due and payable to the Contractor until final disposition of any such expenses, losses, damages or claims.

#### SECTION D: SPECIFICATIONS

The following are the critical specifications under this request for proposals.

1. Academy Building grounds:
  - a. Mow and maintain the lawn around the building;
  - b. Commission and decommission the fountain annually;
  - c. Maintenance of the fountain, including monitoring of any plumbing and electrical components;
  - d. Maintain shrubbery around the building, including watering newly planted annuals, perennials, and shrubs;
  - e. Clean out window wells of all leaves, clutter and debris twice annually.
2. Review all granite fence posts and iron rails regularly and refer repairs to the Structures and Grounds Superintendent as necessary. Refer major damaged fencing to the Structures and Grounds Superintendent for repair.
3. Purchase, plant, fertilizer, and mulch annuals each spring, summer, and fall, and maintain perennial plantings, including the watering of newly planted annuals, perennials, and shrubs at the following locations:
  - a. Island at Scotland Blvd.
  - b. Island at Birch and Pleasant Streets.
  - c. Areas around (but not including) the "Central Square" area including School Street.
  - d. Island at Plymouth and Haywood Streets
  - e. Island at South and Pleasant Streets
  - f. Island at Winter Street.
4. These specific items on or near Central Square:
  - a. Review all benches and make repairs as needed. Paint and/or coat each bench once a year with paint on the metal areas and preservative on the wooden areas.
  - b. Review all light lampposts and paint as needed with appropriate Rust-o-leum paint.
  - c. Clean lighting fixtures annually and check for proper operation.
  - d. Adjust and coordinate light timing twice annually in October and March, and refer to the Structures and Grounds Superintendent any electrical issues requiring an electrician.
  - e. Clean and inspect all monuments, plaques, and markers annually.
5. Library grounds:
  - a. Mow and maintain the lawn around the building;
  - b. Maintain shrubbery around the building;
6. Generally:
  - a. Fall Clean Up: Fall Clean Up is scheduled each fall, after trees have lost their leaves. Leaf clean up must be completed by December 1. All leaves and lawn debris are to be picked up and disposed of offsite.
  - b. Spring Clean Up: Spring Clean Up is scheduled each spring, prior to the first mowing. All leaves, twigs and lawn debris must be picked up and disposed of offsite. Any gravel or blacktop displaced by winter plowing shall be raked up and disposed of offsite. Mulch shall be placed where appropriate.
  - c. Annual Shrub and Bush Trimming: Shrubs and bushes may require trimming during the growing season. Basic trimming is included in this contract. Heavy trimming requires authorization for extra work which must be obtained prior to starting the heavy trimming. Additional landscaping projects (other than what is

referred to in this section) may also be added upon authorization by the Town. Any authorized additional landscaping projects will be paid as an "add-on" to the agreed contracted fee.

**INSURANCE:**

(See Section C: General Conditions)

**PAYMENT FOR SERVICES:**

(See Section C: General Conditions)

**TERMINATION:**

Notwithstanding termination for default as set forth above, the Town or the Contractor may terminate this Agreement at its discretion, without cause, after written notification, not less than 30 days prior to the effective date of termination. In the event of such termination, the Contractor will perform all basic services scheduled to occur prior to the date of termination and the Town agrees to pay invoices for accepted and approved work performed prior to the date of termination.

**CONTACTS:**

**Town of Bridgewater**

Structures and Grounds Superintendent  
508-697-0919

**SECTION D: SPECIFICATIONS**

**Checklist for Each Property**

- 1. Academy Building grounds at each mowing:**
  - a. Mow and maintain the lawn around the building;
  - b. Weed-whack around all trees, granite fence posts, under fence rails;
  - c. Check planting beds, pull weeds, pick up trash and debris;
  - d. Maintain the trees and shrubbery around the building;
- 2. Island at Scotland Blvd.**
  - a. Plant annual plants;
  - b. Maintain perennial and annual plantings.
- 3. Island at Birch and Pleasant Streets.**
  - a. Plant annual plants;
  - b. Maintain perennial and annual plantings.
- 4. Areas around (but not including) the "Central Square" area including School Street.**
  - a. Plant annual plants;
  - b. Maintain perennial and annual plantings.
- 5. Island at Plymouth and Haywood Streets**
  - a. Plant annual plants;
  - b. Maintain perennial and annual plantings.
- 6. Island at South and Pleasant Streets**
  - a. Plant annual plants;
  - b. Maintain perennial and annual plantings.
- 7. Island at Winter Street.**
  - a. Plant annual plants;
  - b. Maintain perennial and annual plantings.
- 8. Library grounds.**
  - a. Mow and maintain the lawn around the building;

- b. Maintain the trees and shrubbery around the building;

SECTION D: SPECIFICATIONS  
INSTRUCTIONS TO BIDDERS

1. Use the forms provided to return your bid. Single price for basic services is requested, supported by detail on pricing of the components.
2. Bid documents must be received by the Town on or before the date and time specified in the Invitation for Bid. Post marks are not accepted. Bids received after the due date will be returned to the bidder unopened.
3. The successful bidder will be the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria set forth in the request for proposals. The chief procurement officer shall award the contract by written notice to the selected offeror within the time for acceptance specified in the request for proposals.
4. This to be a **three-year contract, beginning July 1, 2017 through June 30, 2020**. This contract is contingent upon appropriation of funds to this purpose in each fiscal year.
5. These specifications and responses from bidders will be incorporated by reference into an Agreement for services, as enclosed, to be provided by the successful bidder to the Town of Bridgewater.

EXHIBIT A

## CERTIFICATION OF NON-DISCRIMINATION

The undersigned hereby certifies that it will not discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, age, sex, or disability

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Name of Bidder

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Signature of Authorized Agent

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Name and Title of Authorized Agent (Print)

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Date

EXHIBIT B

## CERTIFICATE OF NON-COLLUSION

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.

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Name of Bidder

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Signature of Authorized Agent

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Name and Title of Authorized Agent (Print)

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Date

EXHIBIT C

## STANDARD BID FORM

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

To: Town Manager  
 Town of Bridgewater  
 66 Central Square  
 Bridgewater, MA 02324

RE: Bid for the Furnishing of **Mowing and Landscape Maintenance Services**

The undersigned hereby proposes to provide mowing and landscape maintenance services. The bidder agrees to perform all of the services in strict conformance with the Request for Proposals and related documents.

**Mowing and Landscape Maintenance Services Total Bid Price:** \$ \_\_\_\_\_  
*(Please note that the total bid price must reflect a three-year contract, not just one year's worth of services.)*

**Breakdown of the Total Bid Price:**

<b>Year of the Contract</b>	<b>Break down of Bid Price by Contracted Year</b>
Year 1-2017-2018	\$ _____
Year 2-2018-2019	\$ _____
Year 3-2019-2020	\$ _____

The undersigned bidder declares that any and all taxes, fees, interests, and penalties due or to become due from the undersigned are current and fully paid and will remain current and fully paid during the term of the contract, as required by all local, state and federal law. The undersigned bidder certifies that he/she and, or bidder's company has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The undersigned bidder expressly acknowledges that he/she has examined the Request for Proposals, that he/she has informed himself/herself fully of all conditions pertaining to the services for which this bid is made, that he/she is acting in good faith, without fraud, collusion, or connection with any person proposing to provide the same services, and that he/she is making this bid based on his/her own examination and estimates.

The undersigned further declares that the acceptance of this bid will not cause a violation of Massachusetts General Laws, Chapter 268A, the so called "State Conflict of Interest Law". The bidder expressly acknowledges that the Town of Bridgewater reserves the right to reject any and all bids and to waive minor informalities and irregularities. The bidder further expressly acknowledges that all contracts of the Town of Bridgewater are subject to adequate financial appropriation.

If this bid is accepted and the undersigned fails to enter the contract with surety satisfactory to the Town of Bridgewater within twenty-one (21) days from the date of the mailing of a notice from the Town that the contract is ready for signature, the Town of Bridgewater may, at its option, determine that the bidder has abandoned the Contract and thereupon the bid security submitted covering this proposal shall become the property of the Town of Bridgewater.

Notice of award should be mailed to the undersigned bidder at the following address:

Signed under the pains and penalties of perjury on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 Name of Bidder

By: \_\_\_\_\_  
 Signature of Individual or Authorized Corporate Officer

Mowing and Landscape Maintenance Services  
 Town of Bridgewater  
 2017 Request for Proposals

\_\_\_\_\_  
 Printed Name and Title of Person Signing

\_\_\_\_\_  
 Federal Identification Number or Social Security Number of Bidder

**CERTIFICATE AS TO CORPORATE BIDDER**  
 (To be filled out if bidder is a corporation)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as bidder in the foregoing Bid Form, and that, \_\_\_\_\_ who signed said Bid Form on behalf of the Corporation was then of said Corporation, that I know his or her signature and that his or her signature thereto is genuine and that said Bid Form was duly signed, sealed and executed for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

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

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

EXHIBIT D  
BIDDER INFORMATION & REFERENCE FORM

Name of business or individual submitting bid: \_\_\_\_\_

Business location (Street address): \_\_\_\_\_

Contact name: \_\_\_\_\_

Telephone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Background statement (company history, staff experience and training) equipment available:

Provide three references:

1. Trade reference:

\_\_\_\_\_  
*(Name; Company and Telephone number)*

2. Client reference:

\_\_\_\_\_  
*(Name; Company and Telephone number)*

3. Client reference:

\_\_\_\_\_  
*(Name; Company and Telephone number)*

**EXHIBIT E**  
**EVALUATION INFORMATION**  
(Use the back of the page for any additional information)

- a.     **Similar work**  
List any municipal customers for whom you do substantially similar work:
- 
- 
- 
- 
- b.     **Experience maintaining and commissioning and decommissioning municipal fountains**  
List number of years, and for which city or town you have maintained, commissioned, and decommissioned municipal fountains:
- 
- 
- 
- 
- c.     **Demonstrated knowledge of municipal parks' lighting systems**  
List the number of years, and for which city or town you have experience with municipal lighting systems:
- 
- 
- 
- 
- d.     **Demonstrated knowledge of lawn care and maintenance**  
List customers using your lawn care and maintenance services:
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- e. Demonstrated knowledge of shrub and tree maintenance  
List customers using your shrub and tree services:

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## EXHIBIT F

**TOWN OF BRIDGEWATER**  
**Mowing and Landscape Maintenance Services**

**Contract**

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the Town of Bridgewater, Massachusetts (hereinafter designated the Town) and

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Hereinafter designated the Contractor)

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows.

**ARTICLE 1.**

The Contractor agrees to furnish **Mowing and Landscape Maintenance Services** all in accordance with the Request for Proposals, including the bidding requirements, specifications, and other supporting documents incorporated therein, attached hereto and made a part hereof for the price specified in its bid dated a copy of Contractor's Standard Bid Form is also attached hereto and made a part hereof.

**ARTICLE 2.**

In consideration of the foregoing, the Town agrees to pay to the Contractor as compensation for everything furnished and done by the Contractor under this contract, and for well and faithfully completing the work, as herein provided, such sums of money as is set out in the accompanying bid.

**ARTICLE 3.**

The Contractor will defend, indemnify, and hold harmless the Town of Bridgewater, its officers, agents, servants and employees against any and all claims, demands, liabilities, losses, damages and expenses the Town of Bridgewater, its officers, agents, servants and employees may incur arising out of or in any way connected with the Contractor's performance of or failure to perform its obligations under this contract.

**ARTICLE 4.**

a. The Contractor shall not assign, sub-contract, or in any way transfer any interest in this contract in whole or in part, or delegate any of the work to be performed hereunder to any other person, firm, company, corporation, or organization without the express written permission of the Town. The Contractor shall not assign any moneys due, or to become due to him under this Contract, without prior express written consent of the Town.

b. The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the Contractor, or any assignment for the benefit of creditors, shall at the election of the Town:

- 1) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town;
- 2) Fully obligate the newly formed organization, corporation, and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specification or descriptions contained herein.

c. Failure of any subcontractor to perform shall not relieve the Contractor of its obligations to fulfill all terms and conditions of the Contract as set forth herein.

#### ARTICLE 5.

- a. The failure of either party to fulfill a material obligation of the Agreement, which continues for fourteen days after written notice, the falseness of any statement by the Contractor in its bid documents, the institution by or against the Contractor of any bankruptcy, receivership or insolvency proceedings, or the making of any assignment for the benefit of its creditors, shall constitute an event of default. Upon an event of default, the other party to the contract may terminate the contract, in addition to all other remedies to which it may be entitled by law or in equity, including without limit all rights the Town may have to the bond required hereunder.
- b. The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town to enforce same, nor shall waiver by the Town of any breach of said provisions be taken to be a waiver of said provisions or any subsequent breach of said provisions.

#### ARTICLE 6.

If any portion of this contract is found to be unenforceable or contrary to law, it shall not affect the validity of the remainder of the Contract.

#### ARTICLE 7.

The documents expressly incorporated herein comprise the parties' entire contract and there are no other agreements between the parties. Any amendments to the contract must be in writing and signed by the duly authorized representatives of the parties.

CONTRACTOR  
MASSACHUSETTS

TOWN OF BRIDGEWATER,  
TOWN MANAGER

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name

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

Approved as to Appropriation

By: \_\_\_\_\_  
Town Accountant

Approval as to Form:

By: \_\_\_\_\_  
Town Counsel