

**TOWN OF WESTFIELD  
TOWN OFFICE – COMMUNITY CENTER – PLAYGROUND–TENNIS AREA**

**REQUEST FOR PROPOSAL FOR: [2018 MOWING SERVICES – FALL CLEANUP](#)**

**Proposal Available:** [April 12, 2018](#)

**Pre-Proposal Meeting:** **Call to schedule if needed.**

**Proposals Due:** [Tuesday, April 24, 2018 by 4 p.m.](#)

**Term of Contract:** [Spring-Summer-Fall 2018](#)

**INFORMATION TO BIDDERS:**

**1. AUTHORITY:**

Town of Westfield, hereby referred to as Owner, has the authority to obtain the best possible proposal for specified services. The Owner expects a complete service, as defined in the specifications. Owner **may** accept partially completed Proposals.

**2. RECEIPT AND OPENING OF BID PROPOSALS:**

Bid Proposals will be opened and read aloud on [Wednesday, April 25, 2018 at 8:00 a.m.](#) at the following location: Westfield Town Clerk’s Office  
38 School Street  
Westfield VT 05874

Proposals received after designated Proposal receipt deadline will be returned unopened.

Proposal must be sealed with bidder’s name on the outside of the envelope and designated as follows:

Sealed Proposal	Attn.: Selectboard
Town of Westfield	TOWN OF WESTFIELD
38 School Street	<a href="#">Town Office-Community Center-Playground-Tennis Area</a>
Westfield VT 05874	<a href="#">Mowing Services–Fall Cleanup</a>
	Bidder Name, Address, Phone Number

Proposals shall be submitted on the Bid Proposal Form furnished with all blank spaces filled in. All blanks on the Proposal form shall be filled in by typewriter or manually in ink. All alterations or erasures shall be initialed by the Proposal signer

The Owner shall have the right to waive any informality or irregularity in any Proposal received and to accept Proposals which, in his/her judgment, are in his/her own best interest.

The Owner shall award based on what they determine to be the best value for the Town of Westfield. Consideration will be given to price, references, and past performance.

The bidder, by making his/her Proposal, represents that he/she has read and understood the contract and Proposal documents, and that his/her Proposal is made in accordance therewith.

Proposal prices shall include all applicable taxes, insurance, overhead, profit and other pertinent costs. Proposal prices provided on the Bid Proposal Form shall be binding for the duration of the mowing season. No additional costs to this contract will be authorized during the contract period without written authorization from the Owner.

Oral, telephone, facsimile or telegraphic Proposals are invalid and will not receive consideration.

Any Proposal may be withdrawn prior to the scheduled time for opening of bid proposals.

A Proposal may not be modified, withdrawn or canceled by the bidder for thirty (30) calendar days following the time and date designated for the opening of Proposals, and bidder so agrees in submitting his/her Proposal.

The bid proposal form will be considered a portion of the contract document.

### **3. QUALIFICATION OF BIDDER:**

The Owner reserves the right to request qualification information from any bidder before issuing documents, receiving Proposals or awarding a contract. The Owner may, at his/her sole discretion, accept or reject bidders as qualified. The right to waive any informality in qualification materials is reserved by the Owner. The Bidder, in submitting his/her Proposal, agrees to accept the decision of the Owner as final.

The selected Contractor and its supplier shall have been actively engaged in supplying similar services for a period of three (3) years and shall be required to provide names and addresses where those services have been provided.

To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall furnish the following information:

- A list of similar projects completed during the previous three years, including the name and phone number of a contact person.
- A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.

### **4. SOLE BIDDER:**

If only one Proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable. The Owner reserves the right to cancel the Proposal if there is only one Proposal received. The Owner's decision will be final.

### **5. CERTIFICATE OF INSURANCE:**

Before commencement of any work, a Certificate of Insurance executed by bidder's insurance agent or carrier showing required insurance coverage shall be submitted. A Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and may be grounds for terminating the agreement.

As a condition of performing work for the Owner as a Contractor, the Contractor must provide Owner with satisfactory evidence of its insurance coverage as follows:

- Worker's Compensation and Employers' Liability Insurance: covering your statutory obligations in the State of Vermont.
- Automobile Liability Insurance: with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.
- Commercial Liability Insurance: If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.
- That Owner is an additional insured on the General Liability and Umbrella Liability policies certified.

#### **6. EXAMINATION OF SITE:**

The bidder shall be held to have examined the premises and site so as to have satisfied themselves as to the condition of the premises, obstructions, the actual levels, and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the Owner's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the bidder, or on account of interference by the Owner's or other Contractor's activities. It shall be expressly understood that the Owner's operations will take precedence over any other activity.

#### **7. PRE-BID CONFERENCE:**

Call to schedule a pre-bid conference if necessary.

Responses to questions and requests for clarifications will be made by addenda only after the pre-bid conference if required. Any representations and/or oral discussions not confirmed by addenda will not be binding upon the Owner.

#### **8. POST-BID INFORMATION:**

After the bids are received, tabulated, and evaluated by the Owner, the apparent lowest bidder(s) shall meet with the Owner at a post-bid meeting, if requested by Owner, for the purpose of determining any contract overlaps or omissions, and shall provide the following information:

Designation of the work to be performed by the bidder with his/her own forces, and that to be contracted.

Complete detailed cost breakdown including manpower requirements and costs associated with work activities.

The bidder is required to submit information regarding the names and backgrounds of the bidder's equipment operators and responsible company officials, if requested, and establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to deliver the services described in the contract documents.

The Owner reserves the right to physically inspect and view the Contractor's equipment at any time prior to awarding a contract or upon request at a later date.

### **9. ACCEPTANCE AND REJECTION OF PROPOSALS:**

Low bid price is not always the determining factor in the awarding of the contract. Other factors considered may include, but not be limited to, delivery and/or completion time, quality, past performance, and references.

The contract shall be awarded in the form of a Bid Award Letter mailed, emailed or facsimiled to the Contractor selected.

The Owner shall have the right to accept combination bids received from a bidder for more than one bid category.

Proposals are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:

- If bid proposal form furnished is not used, altered, or incomplete.
- If there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- If bidder adds any provisions reserving right to accept or reject any awards of contract.
- If unit or lump sum prices or alternates contained in the Proposal schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis values.
- Failure of the bidder to inspect the proposed sites.
- Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history or past references.
- If any pertinent instructions to bidders are not fully complied with.

### **10. SALES TAX:**

Owner is exempt from all taxes. A tax exemption certificate will be issued upon request.

### **11. PAYMENT:**

Payment will be processed within thirty (30) days of receipt of invoice, assuming no discrepancies exist, after approval of request for payment. All invoices shall have invoice numbers printed on them. Final payment will be approved only after completion of all services covered by the contract and receipt of all required documentation by Owner.

The Contractor is responsible for submitting all invoices within thirty days of the date for which services are rendered. **It is expected three invoices will be processed: 1/3 of the way into the season, 2/3 of the season and a final payment after the season is over.**

### **12. SCHEDULING AND HOURS OF WORK:**

Estimate performance period is **May 1 through October 15, 2017.**

Mowing services shall be performed at times mutually agreed upon between Owner and Contractor. Contractor shall be responsible for complying with all local ordinance regarding working times. Contractor assumes all liability for complying with local ordinances. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.

Scheduling of work must be coordinated with the individual facilities' operational needs in order to avoid disruption or unsafe conditions.

Each cutting/trimming shall be completed the same day or consecutive days.

**13. SAFETY AND PROTECTION OF SITE:**

All work must be performed within the codes, standards and municipal ordinances of the community within which the property is located and must meet all federal, state and local regulations.

All machinery shall be operated by trained and qualified personnel.

Contractor shall perform all work so that no damage to the building, grounds or finished materials result. Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error and shall repair any damage to the satisfaction of the Owner. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so. The Contractor shall then be back-charged for all costs required to complete these repairs.

The Contractor shall be responsible and liable for any and all damages caused by any action or inaction of an employee or subcontractor working for the Contractor.

In the event that the Contractor causes building damage which compromises the security of the building, the Contractor is responsible for immediately contacting the Owner's representative.

**14. INDEMNIFY AND HOLD HARMLESS AGREEMENT:**

Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Owner, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the seller hereunder, whether or not there is concurrent negligence on the part of the Owner, but excluding liability due to the active negligence or willful misconduct of the Owner. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for seller or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

**15. WORKMANSHIP/INSPECTION:**

Performance will be evaluated based upon the expectation of a neat, professional looking appearance of the grounds.

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

The Owner may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Items not completed to the satisfaction of the Owner will be corrected by the Contractor within a mutually agreed timeframe. Failure by the Contractor to remedy concerns of the Owner may result in the termination of this contract.

**16. TERMINATION OF CONTRACT:**

The Owner reserves the right to review and/or terminate the contract if at any time the Contractor fails to conform to the requirements of this contract, seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt, if any legal proceedings are commenced against Contractor which may

interfere with the performance of the contract or if the Contractor has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended by the terms of the contract.

In the event of termination of the contract, any excess of the cost arising there from will be charged against the Contractor and his sureties, who will be liable thereof. All monies due the Contractor or retained under terms of the contract shall be forfeited to the Owner.

**17. SPECIFICATION OF SERVICES:**

*Town of Westfield*

**TOWN OFFICE – COMMUNITY CENTER – PLAYGROUND – TENNIS AREA  
MOWING SERVICES – FALL CLEANUP**

• **SCOPE OF WORK:**

All Town sites shall be mowed and trimmed weekly to maintain a neat, uniform appearance. Town sites shall not be mowed and trimmed more frequently unless requested by Owner. Mowing shall occur approximately one time per week at each site and in no case shall more than 10 calendar days' pass between mowing at each site unless specifically directed by Owner to extend the length of time between mowing. Sites shall be trimmed every time they are mowed at the same time they are mowed.

Each cutting/trimming shall be completed the same day or consecutive days. Cuttings/trimmings are to be removed from the premises by the Contractor after each mowing.

Proposals for Mowing Services and Fall Cleanup may be submitted as individual proposals by the Contractor. The Owner reserves the right to award contracts individually or as a Lump Sum, annual contract.

• **GENERAL CONDITIONS:**

Mowing must be available at the awarded rate at all times between May 15th and October 15th. The Owner reserves the right to postpone mowing operations when weather, financial or other conditions necessitate a reduction of the mowing services.

Smoking is not permitted on the playground or near the entrance to any of the Town Buildings. The Contractor shall provide the Owner with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise. A cellular phone number or pager number of the person responsible for managing this contract must be provided on the bid proposal form.

The Contractor shall provide a list of available mowing /trimming equipment for this contract. This list must be submitted with the Bid Proposal.

The Contractor shall not apply any pesticides or herbicides without the Owner's written approval. Additional services or operations such as aerification, fertilization, dethatching, fall clean up, etc., shall be negotiated on an as needed basis and approved in advance. Non-approved work will not be paid for.

• **EQUIPMENT:**

All mowing operations are to be performed using machines manufactured by companies recognized for producing quality commercial turf equipment. All equipment shall be mechanically sound and reliable. All blades will be sharp and properly adjusted for height and cutting sharpness.

All mower decks shall be equipped with discharge chutes which must be in place at all times when persons are within 300 feet of the mowing operation.

At no time shall an operator of a piece of equipment leave that equipment unoccupied and running or capable of being started.

Mowers are to be set to cut at a minimum of two (2) inches and grass shall never exceed a total height of four (4) inches between cuts. Mowing height shall vary within the range depending on growth rates, moisture and other factors.

Trimming will be performed with nylon cord trimming equipment.

- **MOWING:**

All litter such as paper, cans, bottles, branches, tennis balls, etc. must be picked up and disposed of prior to mowing.

Mowing frequency shall be such that the grass cutting or clippings are not of sufficient quantity to detract from the overall site appearance. If the time between cuttings must be extended for any reason, thereby causing an excessive amount of clippings on the lawn, or if the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the Owner.

Mowing shall be coordinated to prevent the depositing of mowing debris into planters or flower beds.

Any clippings or debris blown into these areas shall be removed immediately.

All non-turf areas such as sidewalks, patios, entrances, planters, etc., shall be free of clippings and cutting debris via means of blowers, sweepers or other equipment.

- **TRIMMING:**

Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time a site is mowed.

Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, and around all other obstacles to provide a neat and even appearance to the entire site.

Care shall be used when trimming around trees and wooden posts to prevent damage to these items.

- **EDGING:**

All turf terminations at paving and cement details shall be vertically edged to remove overgrowth.

Edges shall be cleaned of all debris following edging process.

- **TOWN OFFICE LAWN CLEANUP FROM WINTER:**

Grass areas repaired from winter plowing damage.

- **FALL CLEANUP (break out this cost separately on bid proposal):**

Rake and remove all leaves and clippings from properties. Apply necessary treatments to maintain lawn health.

**2018 MOWING/FALL CLEANUP BID PROPOSAL FORM**

**Proposal Package:** *Town of Westfield*  
**TOWN OFFICE – COMMUNITY CENTER – PLAYGROUND–TENNIS AREA**  
**MOWING CONTRACT – FALL CLEANUP**

**Bid Due Date:** Tuesday, April 24, 2018 by 4 p.m.

**Awarding Contract:** **Selectboard will review and award the contract on April 25, 2018**

**Send Sealed Proposal to:**

Town of Westfield  
38 School Street  
Westfield VT 05874

Attn.: Selectboard  
TOWN OF WESTFIELD  
Town Office-Community Center-Playground-Tennis Area  
Mowing Contract-Fall Cleanup  
Bidder Name, Address, Phone Number

**INCLUDE REFERENCES:** Attach document with the names of three references to your proposal. Contractor may include additional information they feel should be considered for contract award.

***NAME OF BIDDER***

Firm Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Email: \_\_\_\_\_

**AGREEMENTS**

- The undersigned understands that the Owner reserves the right to reject any and all Proposals and to waive informalities and irregularities in bidding.
- Owner also reserves the right to withhold Proposals for a period of time (60 days) from Proposal opening date.
- The Owner reserves the right to accept or reject any or all Proposals in whole or in part, or to waive any informality therein. If in the Owner's opinion it is in his/her best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.
- If award is made to us under this proposal, we agree to enter into an Agreement with Town of Westfield to furnish products and/or services, in strict accordance with this proposal and bid documents.

**ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

*continued on next page*

**2018 MOWING/FALL CLEANUP BID PROPOSAL**

**Town of Westfield:**

**TOWN OFFICE – COMMUNITY CENTER – PLAYGROUND – TENNIS AREA**

**Mowing Service Contract price: \$ \_\_\_\_\_**

**Fall Cleanup Contract price: \$ \_\_\_\_\_**

**TOTAL Lump Sum Contract price: \$ \_\_\_\_\_**

Amount in words: \_\_\_\_\_

*My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this proposal and any resulting contract. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences and civil damages awards.*

*I further certify that I am duly authorized to sign as a representative for the following firm:*

Firm Name: \_\_\_\_\_

A Corporation organized and existing under the laws of the State of \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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**TOWN OF WESTFIELD SELECTBOARD  
Acceptance of Contract and Award:**

**Contract Amount: \$ \_\_\_\_\_ Date Contract Awarded: \_\_\_\_\_**

\_\_\_\_\_  
Yves Daigle, Chair, Selectboard

\_\_\_\_\_  
Jacques Couture, Selectboard

\_\_\_\_\_  
Anne Lazor, Selectboard