

**LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE
TREATMENTS
TOWN OF UPTON, MASSACHUSETTS
RFP 16-11**

Released: Monday, March 14, 2016



**RFP PACKAGE
For
LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE
TREATMENTS**

RFP # 16-11

Vincent J. Roy, Director of Public Works

Deadline for Questions
2:00 p.m. Thursday, March 24, 2016
Proposal Opening
10:00 a.m. Thursday, March 24, 2016

(Advertised in Goods and Services 3/14/2016)
(Advertised in Milford Daily News 3/14/2016)

LEGAL NOTICE

**Town of Upton
Request for Proposals
Lake Wildwood & Pratt Pond Aquatic Herbicide Treatments
16-11**

The Town of Upton is accepting proposals for **Aquatic Herbicide Treatments for Lake Wildwood & Pratt Pond**. All proposals are subject to the provisions of **M.G.L. Chapter 30B**. Copies of the Request of Proposals (RFP) package will be available beginning Monday, March 14, 2016 online at the Town's web site <http://www.uptonma.gov/procurement> or by calling the DPW Office 508-529-3067 between the hours of 7:30 A.M. – 3:30 P.M. Monday - Friday, and will be available until submission deadline. Please refer to the IFB for additional information. Sealed proposals must be **submitted no later than 10:00 A.M. Tuesday, March 29, 2016** to Blythe Robinson, Town Manager, Town of Upton, Town Hall, 1 Main Street, Upton, Massachusetts 01568. Proposals will be opened and read aloud on **March 29, 2016, at 10:10 A.M. EST** in the Board of Selectmen's Office, 1 Main Street, Upton, MA 01568.

LATE PROPOSALS WILL NOT BE CONSIDERED. The Town reserves the right to reject any and all proposals as determined to be in the best interests of the Town and to waive minor informalities.

Blythe Robinson
Town Manager
March 14, 2016

LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE TREATMENTS
RFP # 16-11
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| Proposal Deposit | Will NOT be Required |
| Payment Bond | Will NOT be Required |
| Performance Bond | Will NOT be Required |
| Insurance | Refer to Contract Terms. |
| State and/or Federal Permit | Required |

* 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 CONTRACTOR agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the proposals (b) a contract is executed, or (c) this proposal is cancelled, whichever of (a), (b) or (C) occurs first. **The Town reserves the right to reject any and all proposals as determined to be in the best interests of the Town and to waive minor informalities.**

LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE TREATMENTS

SECTION 1

GENERAL INSTRUCTIONS TO CONTRACTORS

1. INTRODUCTION

The Town of Upton is soliciting proposals for the above named project. All proposals are subject to the provisions of **M.G.L. Chapter 30B**. These Standard Instructions to Contractors are a part of the RFP package for **Aquatic Herbicide Treatments of Lake Wildwood & Pratt Pond** for the Town of Upton during Fiscal Years 2016, 2017, and 2018 beginning April 1, 2016 – September 30, 2018. The contract will be renewable upon agreement by both parties at the end of each fiscal year. It is the intent of these specifications to select one contractor for the item specified. If there are any conflicts between the instructions in these Standard Instructions to CONTRACTORS and any other proposal(s), these Standard Instructions to CONTRACTORS shall prevail.

2. KEY EVENT DATES

- | | | |
|------------------------------------|---------|-------------------|
| • Invitation to Proposal Issued | | March 9, 2016 |
| • Deadline for Written Questions | 2:00 PM | March 24, 2016 |
| • Deadline for Submitting Proposal | 2:00 PM | March 29, 2016 |
| • Public Proposal Opening | 2:10 PM | March 29, 2016 |
| • Awarded (Anticipated) | | April 7, 2016 |
| • Commencement of Work | | Notice to Proceed |
| • Completion Date | | As required |

3. OBTAINING PROPOSAL DOCUMENTS

Specifications and RFP documents may be obtained from the Department of Public Works Office, 100 Pleasant Street, Upton, MA 01568, or from the Town's website at: <http://www.uptonma.gov/procurement>

4. PROPOSAL SUBMISSION INSTRUCTIONS

- A. One (1) original and one (1) copy of all proposals must be submitted in a sealed envelope clearly marked "**Sealed Proposal for Lake Wildwood & Pratt Pond Aquatic Herbicide Treatments**". If forwarded by mail or courier, the sealed envelope must be addressed to "Blythe C. Robinson, Town Manager, Town of Upton, 1 Main Street, Suite 13, Upton, MA 01568". Proposals must be at the office of the Town Manager prior to the time the first proposal is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Proposals may not be submitted by facsimile or email.
- B. Ditto marks or words such as "SAME" on the Proposal considered writing and must not be used.

- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the proposal.
- D. Proposals are considered valid for ninety (90) days after proposal(s) are opened. CONTRACTORS may not withdraw, cancel or modify their proposal for a period of ninety (90) days after proposal(s) are opened.
- E. Proposals must be signed by an authorized person representing the legal entity of the CONTRACTOR.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the proposal form, or written on the proposal form.

5. QUESTIONS

Any questions on this project should be directed to Mr. Vincent Roy, Director of Public Works at (508) 529-3067. However, no oral interpretations shall be made to any respondent as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Vincent Roy either by email to cpeterson@uptonma.gov, fax: (508) 529-1001, or by mail: Department of Public Works, 1 Main St Suite 13, Upton, MA 01568-1687. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

The Town will arrange an addenda, which shall be made a part of this Invitation to Proposal and the resulting agreement, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of proposals, the Town will post a copy of any addenda to its website, located at: <http://www.uptonma.gov/procurement> It shall be the responsibility of each CONTRACTOR to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF CONTRACTOR BEING FULLY INFORMED

At the time the first proposal is opened, each CONTRACTOR is presumed to have read and is thoroughly familiar with the RFP and contract documents for this project. Failure or omission of the CONTRACTOR to receive or examine any information concerning this proposal shall in no way relieve any CONTRACTOR from obligations with respect to their proposal.

7. PRE-PROPOSAL CONFERENCE

Attendance at the pre-proposal conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve CONTRACTORS of obligations under this proposal.

8. TAX EXEMPTIONS

The Town of Upton is exempt from Federal Excise Taxes and Massachusetts Sales and Use Taxes. CONTRACTORS shall avail themselves of these exemptions.

9. SELECTION CRITERIA

The Town shall evaluate each potential contractor in terms of:

1. Total cost of services. (30%)
2. Firm history – experience and reputation, references, quality of previous performances, responsiveness to solicitation requirements, compliance with statues and rules relating to contracts or services, history of work in Upton. (35%)
3. Firm Capacity – ability to meet deadlines for contract performance, staff readily available for project, financial capacity, safety record, ability to meet necessary response time for unscheduled work or emergencies. (35%)

The Town of Upton reserves the right to accept any proposal or any part of proposals, to reject any, all, or any part of proposals, to waive any formalities or informalities in the RFP process, and to award the proposal deemed to be in the best interests of the Town. The Town of Upton will enter into a written agreement with the selected Contractor. The “Proposal Awarded” date in section 2. titled Key Event Dates is the date the proposal is anticipated to be awarded. It is not a date certain. The contract award is subject to approval of the Town Manager’s (procurement officer) and recommendation by the Board of Selectmen.

10. INSURANCE TO BE MAINTAINED BY THE CONTRACTOR AND INDEMNIFICATION of TOWN BY THE CONTRACTOR:

10.1 Insurance: The Contractor must attach to the Proposal Form a statement from the Contractor insurance company that the following amounts of insurance can be obtained. Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a Certificate of Insurance, **naming the Town of Upton as “additional Insured”**, within the signing of this Agreement. Any exclusion(s) must be clearly identified in the Certificate. The Contractor at its own expense will maintain and keep in force insurance satisfactory to the Town in the following limits:

| | |
|--|------------------|
| a. Workmen’s Compensation | <i>Statutory</i> |
| Employer’s Liability | |
| A. Bodily Injury Each Accident | \$1,000,000 |
| B. Bodily Injury Disease - Aggregate | \$5,000,000 |
| C. Bodily Injury Disease - Each Employee | \$1,000,000 |
| b. Comprehensive General Liability: | |
| A. Each occurrence | \$1,000,000 |
| B. Damage to rented premises | \$3,000,000 |
| C. Medical expense (any one person) | \$5,000 |
| D. Personal Injury | \$1,000,000 |
| E. General aggregate | \$2,000,000 |
| F. products – comp / op AGG | \$2,000,000 |
| c. Automobile Liability** | |
| A. Comp. Auto Liability** - Bodily Injury Per Person | \$ 500,000 |
| B. Comp. Auto Liability** - Bodily Injury Per Accident | \$1,000,000 |
| C. Comp. Auto Liability** - Property Damage | \$ 500,000 |

**Provide coverage for all Owned, Non-Owned, and Hired Vehicles

The Liability Policy should be Broad Form and include coverage for premises and operations and product liability.

- d. Miscellaneous, or not covered above:
 - A. Damage to Town property
 - B. Claims filed by contractor employees against Town
 - C. Comprehensive Automobile Liability Insurance should be written to include owned, hired and non-owned vehicles and it shall provide Extra Territorial Coverage.
- e. The Town reserves the right to amend the insurance requirements specified above to protect the interests of the Town and to secure a successful proposal. Any deviation from the insurance requirements must be noted by the CONTRACTOR, in writing, and attached to the Proposal Form.

10.2. Indemnification: The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Town's officers, agents, and all employees from and against them and local taxes or contributions imposed or required under Social Security, Worker's Compensation, and Income Tax Laws. Further, the Contractor shall exonerate, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in conjunction with any work performed by the Contractor. This shall not be construed as a limitation of the Contractor liability under the Contract or as otherwise provided by law.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or of any subcontractor or of anyone directly or indirectly employed by them or for whose acts anyone of them may be liable in connection with operations under the Contract. In addition to any indemnification of the Town of Upton by the Contractor, the Contractor hereby indemnifies and shall at all times defend, save and hold harmless the Town of Upton, and all of its officers, employees or agents from and against any and all demands, claims, actions, lawsuits, judgments, damages, penalties, liabilities, losses, expenses and costs (including legal defense and court and witness costs) of any kind or nature of or by anyone whomsoever, for injuries to or death of occasioned by or in any way resulting from the Contractor performance of, or activities pursuant to, this Contract or the Contractor rendering of services or omissions or conduct in anyway connected with the Contract or under the whole or in part by any negligent act or omission of the Contractor or any subcontractor or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. The Town of Upton's defense or settlement or any claim or suit or action in anyway arising out of the subject matter of this Contract shall not be deemed to be a waiver by the Town of Upton of any of its rights against the Contractor or others under this paragraph.

11. PROPOSAL BOND

A Proposal Bond in the amount of five percent (5%) **IS NOT** required for this project.

12. PERFORMANCE BOND

A Performance Bond ***IS NOT*** required for this project.

The **Contractor**, in compliance with the Request for Proposals for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the **Contractor** hereby proposes to provide **Aquatic Herbicide Treatments of Lake Wildwood & Pratt Pond** in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred with delivering the chemicals that is required by the contract documents of which this proposal is a part.

In submitting this PROPOSAL, the CONTRACTOR acknowledges that:

1. The Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. The Contractor shall furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at the Contractor's expense.
3. The Contractor shall be dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable waste generated through the performance of this contracted work.

END OF STANDARD INSTRUCTIONS TO CONTRACTORS

LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE TREATMENTS

SECTION 2

SCOPE OF WORK

The Contractor shall furnish all labor, equipment and supplies necessary to coordinate apply aquatic herbicide treatment for Lake Wildwood and Pratt Pond.

1. Option 1/ Pratt Pond:

Pratt Pond is located on eastern side of Town adjacent to Hopkinton Road and North Main Street. The Pond has a surface are of 39.42 acres, of which 10 acres are targeted for aquatic herbicide treatment to control aquatic invasive plant growth around high-use recreational areas (Town beach, boat ramp, etc.).

The main target of the project is invasive fanwort (*Cabomba caroliniana*) and variable watermilfoil located in the shallow inlet cove at the northwest corner of the pond. The fanwort growth in this area is very dense (near 100% areal cover) and matted at the water surface. The invasive plant beds become patchy and less dense with increasing distance from the shoreline. Herbicide treatment of Non Target plant species should be minimized.

Project activities consist of treating invasive fanwort and variable watermilfoil with the US EPA/MassDEP registered contact herbicides Clipper (active ingredient flumioxazin) and Reward (active ingredient diquat) as the preferred treatment.

The Treatment Procedure: following a vegetation inspection to confirm treatment areas and plant maturity, a mutually agreeable treatment date for both herbicide treatments shall be scheduled with the Town. The pond shoreline will be posted with signs warning of the treatment and temporary water use restrictions to be in effect following treatment (No swimming, boating, fishing on the day of treatment (1 day), no drinking, livestock watering, or irrigation for (5 days). The herbicide shall be applied as a subsurface injection of surface spray, as dictated by site conditions.

Tentative Treatment Schedule of Performance:

- File for MassDEP pesticide permit.....Upon receipt of contract
- Pre-treatment survey of Pratt Pond.....early June
- Initial herbicide treatments (Reward & Clipper).....August

2. Option 2/ Lake Wildwood:

Lake Wildwood is located in the North West corner of Town adjacent to West Main Street (Route 140). The lake has a surface area of approximately 41.88 acres, of which 30 acres are targeted for aquatic herbicide treatment.

The target of the project is invasive fanwort (*Cabomba caroliniana*) and variable watermilfoil (*Myriophyllum heterophyllum*) located below the ordinary high water mark. Except where individual landowners have eliminated the invasive species, there are bands of generally dense fanwort and watermilfoil throughout most of the lake. The invasive

plant beds become patchy and less dense with increasing distance from the shoreline. Herbicide treatment of Non Target plant species should be minimized.

Project activities consist of treating invasive fanwort (*Cabomba caroliniana*) and variable watermilfoil (*Myriophyllum heterophyllum*) with Sonar (Fluridone) herbicide as the preferred treatment. The treatment shall consist of 2-4 low dose applications of Sonar liquid and pellet formulation to maintain the desired Sonar concentration of 10-20 ppb for a 45-60 day period. Timing and dosage of the second, third and possibly fourth Sonar application shall be guided by FasTEST analysis to monitor the concentrations in the water following each treatment application in order to maintain the desired concentration in the lake.

The treatment shall be performed once the contractor receives approval from MassDEP and the Upton Conservation Commission. Expectation are to begin the initial treatments in late May-early June period, flows permitting. Approximately 2-3 weeks after the initial application, depending on weather and flow conditions, an inspection shall be conducted of the treated areas for signs of treatments effectiveness. Samples shall be collected for FasTEST analysis for measuring the concentrations of Sonar application. A second application shall be conducted based on the results of the post treatment test. Again, 2-3 weeks after the second application, the visual inspection shall be performed and FasTEST analysis shall be repeated. If necessary, a third Sonar application shall be performed. The treatment should be spaced over a period of about six weeks, depending on weather and flow conditions. Treatment scheduling shall be coordinated with the Town. The Lake shall be lowered 1.0 - 1.5 feet prior to the initial treatment to create additional in-pond storage and retard outflow for as long as possible.

Tentative Treatment Schedule of Performance:

- File for MassDEP pesticide permit.....Upon receipt of contract
- Pre-treatment survey of Wildwood..... mid May
- Initial Sonar herbicide treatments.....late May – early June
- FasTEST sampling, as required.....late June – August
- Follow-up booster Sonar treatments.....late June – August
- Post-Treatment inspection.....August – September

All herbicides treatments shall be performed by Massachusetts Certified Applicators and in the accordance with the product labels, the Order of Conditions issued by the Conservation Commission and the License to Apply Chemicals issued by MassDEP and the Town.

Attachment "A"



Attachment "B"

ATTACHMENT "B"



LAKE WILDWOOD

Map d:

LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE TREATMENTS
SECTION 4/ FORMS

FORM A

Proposal Form

Year 1 / CY 2016

| <u><i>Task</i></u> | <u><i>Description</i></u> | <u><i>Cost</i></u> |
|---|---|---|
| Permitting/Notification | <ul style="list-style-type: none"> Obtain MassDEP License Provide NOI to the Conservation Commission Pre-treatment Posting of Shoreline | \$ _____ |
| Surveys/Reporting | <ul style="list-style-type: none"> Conduct detailed pre & post treatment Surveys, Conduct Cursory Surveys as needed, Provide Maps and Year-End Report | \$ _____ |
| <i>Option 1/ Pratt Pond Herbicide Treatment</i> | <ul style="list-style-type: none"> Conduct Treatment of fanwort (<i>Cabomba caroliniana</i>) and watermilfoil (<i>Myriophyllum heterophyllum</i>) herbicides Clipper (active ingredient flumioxazin) and Reward (active ingredient diquat) | a. Base Cost \$ _____ b. Clipper Cost/Acre \$ _____ x 10 Acres = \$ _____ c. Reward Cost/Acre \$ _____ x 10 Acres = \$ _____ Total Option 1 Cost \$ _____ |
| <i>Option 2/ Lake Wildwood Herbicide Treatment</i> | <ul style="list-style-type: none"> Conduct Treatment of fanwort (<i>Cabomba caroliniana</i>) and watermilfoil (<i>Myriophyllum heterophyllum</i>) with Sonar (Fluridone) herbicide. | a. Base Cost \$ _____ b. Sonar Cost/Acre \$ _____ x 30 Acres = \$ _____ Total Option 2 Cost \$ _____ |

Year 2 / CY 2017

| <u>Task</u> | <u>Description</u> | <u>Cost</u> |
|---|--|---|
| Permitting/Notification | <ul style="list-style-type: none"> Obtain MassDEP License Provide NOI to the Conservation Commission Pre-treatment Posting of Shoreline | \$ _____ |
| Surveys/Reporting | <ul style="list-style-type: none"> Conduct detailed pre & post treatment Surveys, Conduct Cursory Surveys as needed, Provide Maps and Year-End Report | \$ _____ |
| <i>Option 1/ Herbicide Treatment</i> | <ul style="list-style-type: none"> Conduct Treatment of fanwort and watermilfoil herbicides Clipper and Reward | a. Base Cost \$ _____ b. Clipper Cost/Acre \$ _____ x 10 Acres = _____ c. Reward Cost/Acre \$ _____ x 10 Acres = _____ \$ _____ Total Option 1 Cost \$ _____ |
| <i>Option 2/ Herbicide Treatment</i> | <ul style="list-style-type: none"> Conduct Treatment of fanwort and watermilfoil with Sonar herbicide. | a. Base Cost \$ _____ b. Sonar Cost/Acre \$ _____ x 30 Acres = _____ \$ _____ Total Option 2 Cost \$ _____ |

Year 3 / CY 2018

| <u>Task</u> | <u>Description</u> | <u>Cost</u> |
|---|--|---|
| Permitting/Notification | <ul style="list-style-type: none"> Obtain MassDEP License Provide NOI to the Conservation Commission Pre-treatment Posting of Shoreline | \$ _____ |
| Surveys/Reporting | <ul style="list-style-type: none"> Conduct detailed pre & post treatment Surveys, Conduct Cursory Surveys as needed, Provide Maps and Year-End Report | \$ _____ |
| <i>Option 1/ Herbicide Treatment</i> | <ul style="list-style-type: none"> Conduct Treatment of fanwort and watermilfoil herbicides Clipper and Reward | a. Base Cost \$ _____ b. Clipper Cost/Acre \$ _____ x 10 Acres = \$ _____ c. Reward Cost/Acre \$ _____ x 10 Acres = \$ _____ Total Option 1 Cost \$ _____ |
| <i>Option 2/ Herbicide Treatment</i> | <ul style="list-style-type: none"> Conduct Treatment of fanwort and watermilfoil with Sonar herbicide. | a. Base Cost \$ _____ b. Sonar Cost/Acre \$ _____ x 30 Acres = \$ _____ Total Option 2 Cost \$ _____ |

CONTRACT PERIOD

Commencing April 1, 2016 and concluding on September 30, 2018 dates inclusive. This contract is subject to the appropriation of funding for this purpose. Funding is anticipated to be appropriated prior to the commencement of these services on July 1, 2016. Subsequent years are subject to funding for this purpose.

Form B

CONTRACTOR ACKNOWLEDGMENTS

**LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE TREATMENTS
16-11**

(Proposal Form consists of three (3) Pages)

CONTRACTOR

Name:

CONTRACTOR acknowledges receipt of the following ADDENDA:

Addendum #1 _____ **Initials** _____

Addendum #2 _____ **Initials** _____

Addendum #3 _____ **Initials** _____

Addendum #4 _____ **Initials** _____

The **Proposal Price Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the CONTRACTOR. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional proposal**. Conditional proposals will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining CONTRACTOR responsiveness and responsibility with regard to the requirements and specifications of the Contract.

The CONTRACTOR agrees with submission of this Proposal that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the proposals (b) a contract is executed, or (c) this proposal is cancelled, whichever of (a), (b), or (c) occurs first.

The prices shall NOT INCREASE during the contract period. In the event that the unit price and the total price differ, the unit price shall prevail.

The undersigned proposes to provide the services in accordance with the requirements provided by the Town dated **March 14, 2014** and any additional **addenda** that may be issued by the Town and provided to CONTRACTORS prior to the opening of the proposals. The undersign hereby states that this offer is effective for (a) at least thirty (30) calendar days from the opening date of the proposals, (b) a contract is executed, or (c) this proposal is cancelled, whichever of (a), (b), or (c) occurs first.

The undersigned further agrees that, if selected for award of the contract under this proposal, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this proposal. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

BY:

(Signature of CONTRACTOR)

(Printed Name and Title of Signatory)

Business Address

(City/Town, State Zip)

(Telephone)

(FAX)

(Email)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE)

()

* attach certificate of authority, if applicable

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

(Date this proposal was submitted)

THIS FORM MUST BE COMPLETED and FILED WITH THE SEALED PROPOSAL SUBMISSION

The CONTRACTOR has responded to and completely filled in all required spaces in the RFP document.

This PROPOSAL Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____
Address _____
Town _____
By _____
(Authorized Signature)
Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of _____, composed of officers as follows:

| | |
|-------------------------|--------------------|
| _____ President | _____ Secretary |
| _____ Vice President | _____ Treasurer |

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

| | |
|--------------------------------|--------------------------------|
| _____ Name & Title (if any) | _____ Name & Title (if any) |
| _____ Name & Title (if any) | _____ Name & Title (if any) |

This Bill must bear the written signature of the CONTRACTOR. If the CONTRACTOR is a partnership, the Proposal must be signed by a partner. If the CONTRACTOR is a corporation or limited liability, the Proposal must be signed by a duly authorized officer.

Form C
CERTIFICATION OF GOOD FAITH

**LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE TREATMENTS
16-11**

The undersigned certifies under penalties of perjury that this proposal 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 proposal or proposal)

(Name of Business)

Form D
OSHA CERTIFICATION

**LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE TREATMENTS
16-11**

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certifications, which is deemed a part of the resulting contract:

_____ certifies that:
(Name of Authorized Representative of Contractor)

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

(Signature of Authorized Representative of Contractor)

(Company Name)

Form E
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of individual submitting proposal or proposal)

(Name of Business)

Form F
CERTIFICATE OF AUTHORITY

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

Form G
Professional Reference Form

Customer: _____

Mailing address: _____

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

Is this a Municipal or other Governmental Unit? Yes No

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

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 PROPOSAL
SUBMISSION**

**SAMPLE
LAKE WILDWOOD & PRATT POND AQUATIC HERBICIDE TREATMENTS
AGREEMENT**

THIS AGREEMENT made this ____ day of April, 2016 by and between the TOWN of UPTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at, 1 Main St Suite 1, Upton, MA, 01568 hereinafter referred to as the "TOWN", and _____, Inc., a corporation having a usual place of business at _____, _____ Massachusetts, _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of proposals for **Lake Wildwood & Pratt Pond Aquatic Herbicide Treatments**, "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to provide the material or perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

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

1. **Contract Documents**. The Contract Documents consist of this Agreement and the CONTRACTOR's Proposal Response. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **The Work**. The Work consists **Lake Wildwood & Pratt Pond Aquatic Herbicide Treatments** as described in the general specifications.
3. **Term of Contract**. This Agreement shall be in effect from **April 1, 2016** and shall expire upon **March 30, 2017**, unless terminated earlier pursuant to the terms hereof.
4. **Compensation**. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement in accordance with the Proposal Price.
5. **Payment of Compensation**. The TOWN shall make payments within thirty (30) days after its receipt of an Invoice.
6. **Liability of the TOWN**. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. Insurance. The Contractor shall maintain insurance with minimum limits as defined in the Request for Proposals
9. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
10. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. Termination.
 - A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.
 - B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be

entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by the CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, the CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

12. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other
13. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
14. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
15. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.
16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this contract.

Town Accountant

TOWN OF UPTON, MA

By its: **Town Manager**

CONTRACTOR:

(Signature)

(Print Name and Title)