

**TOWN OF WILBRAHAM**  
**240 Springfield Street**  
**Wilbraham, Massachusetts 01095**

**INVITATION FOR BIDS**  
**WILBRAHAM CEMETERIES MOWING AND**  
**LANDSCAPE MAINTENANCE SERVICES**

**JULY 1, 2025-JUNE 30, 2028**

*Bids are due in the Select Board's Office on Thursday, May 8, 2025 by 2:00 p.m.*

The Town of Wilbraham Cemetery Commission invites qualified individuals or companies to submit sealed bids to provide mowing and landscape maintenance services at three town cemeteries for a 36-month period, beginning July 1, 2025. Sealed bids will be accepted in the Select Board's Office until 2:00 P.M. on Thursday, May 8, 2025. The Select Board will award the contract upon consideration of the recommendation of the Cemetery Commissioners as to the responsive and responsible bidder with the lowest price. The Town reserves the right to reject any or all bids, to waive informalities, or to issue a new procurement process, as deemed in the best interest of the Town.

**A. SPECIFICATIONS FOR ALL CEMETERIES**

The following specifications are required of the Mowing and Landscape Maintenance Contractor (Contractor) for all three cemeteries:

1. All trees, plantings and plant containers, above-ground memorials, (including head and foot stones and monuments,) fences, sign posts, or other obstacles shall be close-trimmed on all sides by hand or with a string trimmer. All clippings, clumps of cut grass, and ordinary debris, including paper, shall be picked up before each mowing.
2. Ordinary debris that can be handled by one person including: paper, trash, discarded flowers and planters, bottles or cans, and any other natural or discarded items shall be removed. Tree limbs or branches that can be cut into pieces and handled by one person shall also be removed.
3. Large items, including whole trees and large limbs, may be removed on a cost-for-service basis at the request of, and prior approval by the Cemetery Commissioners.
4. No materials are to be disposed of on cemetery properties. Trash bins are located behind the shed at each cemetery for this purpose. The Contractor shall empty these trash bins monthly, or as needed.
5. All lawn care shall be done in a neat and workmanlike manner. All turf torn or dug-up during the course of these maintenance tasks must be replaced into the lawns the same day it is dislodged.
6. If gravel on cemetery roads is disturbed by the contractor's equipment during the course of the maintenance tasks shall be restored and raked smooth the same day it is disturbed.

7. Special attention must be paid to avoid damage to weaker, vulnerable historic headstones, (especially in **Adams Cemetery**.) Any and all damage(s) to any grave markers in any of the three cemeteries done during the course of the maintenance activities shall be the responsibility of the Contractor and **MUST** be reported in writing to the Cemetery Commissioners on that same day. When the cost to repair the damage is determined, the Contractor will be presented with the amount of damages by the Cemetery Commissioners which will be paid on demand.
8. **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.
9. **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 in accordance with Town Bylaws. Any gravel displaced by winter plowing shall be raked into the gravel roadway. In all three cemeteries, mulch shall be applied to newly planted trees.
10. **OPTIONAL SERVICES AT THE TOWN’S DISCRETION:** Shrub and Bush Trimming/Other Projects  
Shrubs and bushes may require additional trimming during the growing season. Authorization for this extra work must be obtained prior to starting the work. Additional landscaping projects (other than what is called for in the “Spring Clean Up”) may also be added upon authorization by the Cemetery Commissioners. Any authorized additional landscaping projects will be paid as an “add-on” to the agreed contracted fee.

**B. ADDITIONAL SPECIFICATIONS FOR EACH CEMETERY**

**ADAMS CEMETERY:**

1. **At each mowing:**
  - a. Weed-whack around all trees, fence posts, monuments, flat markers, and under all sections of fence, especially next to abutting neighbors on east side;
  - b. Weed-whack entire length of curb along Tinkham Road;
  - c. Gravel on cemetery roads, if disturbed during course of maintenance tasks, shall be restored and raked smooth on same day it is disturbed;
  - d. Wooden fence rails dislodged by mowing crews shall be replaced on the fence on the same day as mowing;
  - e. All turf torn or dug-up during maintenance must be replaced into lawns on same day it is dislodged;
  - f. Only smaller walk behind mowers are to be used in the historic section of the cemetery.
2. **In June and September:**
  - a. Weed-whack underneath the post-and-rail fence on three sides (i.e. west, north, east).

**EAST WILBRAHAM CEMETERY:**

1. **At each mowing:**
  - a. When mowing close to the gravel roads, the discharge chute of the mower should be directed away from the road so that grass clip will not become embedded into the gravel causing grass to sprout in the gravel roads;

- b. Weed-whack around all trees, monuments, flat markers, and along the entire chain-link fence, including along the turnpike boundary;
- c. Weed-whack entire length of curb on both sides of entrance road;
- d. Gravel on cemetery roads, if disturbed during course of maintenance tasks, shall be restored and raked smooth on same day it is disturbed;
- e. All turf torn or dug-up during maintenance must be replaced into lawns on same day it is dislodged;
- f. No accumulation of leaves or other debris is to be left under trees or around the entire length of the chain-link fence, including along the turnpike boundary;
- g. No dumping of any trash or debris over the embankment of the east side, as this is private property owned by the abutters and not owned by the Town.

**GLENDALE CEMETERY:**

**1. WEEKLY MOWING:**

**VETERANS MEMORIAL (ONLY):**

- a. Mow “Veterans Memorial” area from Glendale Cemetery’s stone wall to the corner of Monson and Glendale Roads on a weekly basis;
- b. Mow along stone wall and carefully weed-whack around gardens;

**2. AT EACH SCHEDULED MOWING:**

**INSIDE OF STONE WALL:**

- a. Weed-whack around all trees, monuments, flat markers, and gardens; also along chain-link fence, inside stone wall, and picket fence;
- b. All turf torn or dug-up during maintenance must be replaced into lawns on same day it is dislodged;
- c. Clear brush and weeds from Northern right-of-way as needed.

**3. IN THE SPRING AND FALL:**

- a. General clean-up. In the fall, a general clean-up will be conducted, where leaves and branches that have fallen will be gathered and picked up.

**C. PROPOSED ANNUAL SCHEDULE**

To accommodate the every-other-week basis, the following schedule is considered acceptable. Mowing should be done not more than two days before or six days after the following:

**SPRING:**

Spring Clean-Up: (prior to first mowing)

**May, two times:**

To coincide with Mother’s Day

To coincide with Observed Memorial Day (Third Monday in May)

**June, two times:**

Monday of 2<sup>nd</sup> week

To coincide with Independence Day

**July, two times:**

Monday of 2<sup>nd</sup> week  
Monday of 4<sup>th</sup> week

**August, two times:**

Monday of 2<sup>nd</sup> week  
Monday of 4<sup>th</sup> week (prior to Labor Day)

**September, two times:**

Monday of 3<sup>rd</sup> week  
Monday of 5<sup>th</sup> week

**October, two times:**

Monday of 3<sup>rd</sup> week  
Monday of 5<sup>th</sup> week

**VETERANS PARK** (Located outside Glendale Cemetery)

To be mowed **WEEKLY**, depending on the weather and/or the amount of rain, beginning in May through October.

**FALL CLEAN-UP:**

Fall Clean Up (prior to December 1)

**D. 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 Bid to the Town of Wilbraham for the items, services or projects requested in connection herewith.
- c. "Town" and "Wilbraham" shall be interpreted to mean the Town of Wilbraham, a Massachusetts municipality with offices located at Town Hall, 240 Springfield Street, Wilbraham, Massachusetts 01095.
- d. The "Select Board" shall mean the duly-elected Select Board of the Town of Wilbraham.
- 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. Certificate of Non-Collusion

Bidder must submit a signed Certificate of Non-Collusion, provided herein as Exhibit B: Certificate of Non-Collusion.

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 Administrator. 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 Select Board, their officers and agents, and Cemetery Commissioners 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.

5. Indemnification

- a. The Contractor will defend, indemnify, and hold harmless the Town of Wilbraham, its officers, agents, servants and employees against any and all claims, demands, liabilities, losses, damages and expenses the Town of Wilbraham, 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 Wilbraham 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 Wilbraham as an additional insured with thirty day notice of cancellation to the Town for the purpose of property damage (\$500,000) to the cemetery grounds, equipment, or to the property of others, while performing services on this contract' comprehensive general

liability (\$1,000,000) each occurrence plus \$2,000.000 general aggregate limit); and workers' compensation in amounts as required by Massachusetts General Laws, Chapter 152.

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 Wilbraham 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 Exhibit A: Bid, for basic Mowing and Landscape Maintenance Services of the Wilbraham Cemeteries for the full term of the contract, which is three years.
- b. Breakdown of Total Price, as specified in Exhibit A: Bid, for basic Mowing and Landscape Maintenance Services of the Wilbraham Cemeteries 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 Cemetery Commissioners upon delivery and acceptance by the Town. (All optional/additional services must be submitted in writing with the proposed fee to, and authorized by, the Cemetery Commissioners.) All such bills, following review and approval by the Cemetery Commissioners, 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 Cemetery Commissioners. 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 Select Board 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.

15. Testing:

- a. Upon delivery of the mowing and landscape maintenance services of the Wilbraham cemeteries as specified, the Town of Wilbraham may employ an independent expert to examine the equipment to determine if the equipment delivered meets the specifications set forth herein. If upon examination said independent expert finds any component(s) which does not meet specification, the costs incurred by the Town in employing such independent expert shall be deducted from the bid contract price. Further, such non-compliance shall be rectified by replacement of the component, or if deemed by the independent expert to be a non-correctable deviation, or one which component replacement would result in lower quality equipment, the entire procurement shall be rejected.

16. Contract Forms:

- a. The Contractor shall execute a Contract similar to the one in Exhibit C: Contract. The executed contract,

and the Contractors Bid, and all Bid Documents, including the required documents stipulated in the Bid documents shall comprise the Contract in its entirety.

**EXHIBIT A: BID**

**SEALED BIDS DUE IN THE SELECT BOARD'S OFFICE  
ON MAY 8, 2025, BY 2:00 P.M. ADDRESSED AS FOLLOWS:**

**Select Board's Office  
Town of Wilbraham  
240 Springfield Street  
Wilbraham, Massachusetts 01095**

**RE: CEMETERIES MOWING BID**

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 Invitation for Bids and related documents.

**Mowing and Landscape Maintenance Services of the Wilbraham Cemeteries**

**Total Quote 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 Quote Price:**

<b>Year of the Contract</b>	<b>Break down of Bid Price by Contract Year</b>
Year 1: July 1, 2025-June 30, 2026	\$
Year 2: July 1, 2026-June 30, 2027	\$
Year 3: July 1, 2027-June 30, 2028 (Contract ends June 30, 2028)	\$

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 Quotes, 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 Wilbraham 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 Wilbraham 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 Wilbraham 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 Wilbraham 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 Wilbraham.

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 \_\_\_\_\_, 2025.

\_\_\_\_\_

Name of Bidder

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

Signature of Individual or Authorized Corporate Officer

\_\_\_\_\_

Printed Name and Title of Person Signing

\_\_\_\_\_

Federal Identification Number or Social Security Number of Bidder

**EXHIBIT B:  
CERTIFICATE OF NON-COLLUSION**

**CERTIFICATION 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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(Signature of individual submitting bid or proposal)

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(Name of business)

**EXHIBIT C:  
CONTRACT**

**TOWN OF WILBRAHAM  
Mowing and Landscape Maintenance Services of the Wilbraham Cemeteries**

**Contract**

THIS AGREEMENT, Made this \_\_\_\_\_ day of June, 2022 between the Town of Wilbraham, Massachusetts (hereinafter designated the Town) and

NAME: Ridgeline Property Maintenance, LLC

ADDRESS: 2389 Main Street, Suite 100, Glastonbury, CT 06033 \_\_\_\_\_

(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 of the Wilbraham Cemeteries** all in accordance with the Request for Quotes, 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 May 8, 2025, 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 Wilbraham, its officers, agents, servants and employees against any and all claims, demands, liabilities, losses, damages and expenses the Town of Wilbraham, 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.

SELECT BOARD

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

TOWN ACCOUNTANT  
Approved as to Appropriation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature