TOWN OF LEDYARD
CONNECTICUT

741 Col. Ledyard Hwy.
Ledyard, CT 06339
(860) 464-8740
(860) 464-1126 FAX

BID PACKAGE

for

BID #2010-03

GRASS CUTTING, SEEDING & FERTILIZING SERVICES

for the

PARKS AND RECREATION COMMISSION
TOWN OF LEDYARD, CT

September 2009

TOWN OF LEDYARD
CONNECTICUT

741 Col. Ledyard Hwy.
Ledyard, CT 06339
(860) 464-8740
Fax (860) 464-1126

Marcia Hancock
Director of Finance

September 14, 2009

TOWN OF LEDYARD

INVITATION TO BID - #2010-03

GRASS CUTTING, SEEDING & FERTILIZING SERVICES
LEDYARD PARKS AND RECREATION COMMISSION

The Town of Ledyard requests sealed bids for grass cutting, seeding and fertilizing services for the Town of Ledyard Parks and Recreation Commission. Requests are available by contacting Ms. Doris Fonner at (860) 464-8740 between the hours of 9:00 a.m. and 4:00 p.m., or at the Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT 06339.

Bids will be received until 2:00 p.m. on Thursday, October 15, 2009, at the above address, at which time they will be publicly opened and read aloud in the office of the Mayor.

The Town of Ledyard reserves the right to reject any or all bids and waive the informalities or irregularities in the bid procedure or bids.

The award of a contract, if awarded, will be to the lowest responsible bidder, provided that the bid is reasonable, and provided that it is in the best interest of the Town of Ledyard to accept such bid, and subject to any choice by the Town of Ledyard as to any alternate specifications as may be agreed upon.

Ms. Marcia Hancock
Director of Finance

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

TOWN OF LEDYARD
PARKS AND RECREATION COMMISSION
GRASS CUTTING, SEEDING & FERTILIZING SERVICES
BID # 2010-03

BIDDING INSTRUCTIONS

The Director of Finance will receive sealed bids for grass cutting, seeding and fertilizing services for the Town of Ledyard Parks and Recreation Commission.

A. CLOSING DATE

Bids will be received until 2:00 p.m., Thursday, October 15, 2009, at which time they will be publicly opened and read in the Mayor's Office, Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT

B. INSTRUCTIONS

Bids must be submitted in sealed envelopes addressed to the Director of Finance, Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT 06339, and are to be endorsed in the lower left-hand corner, "Proposal for Grass Cutting, Seeding & Fertilizing Services for the Town of Ledyard Park and Recreation Commission, opening 2:00 p.m., Thursday, October 15, 2009."

Bids must be submitted in **duplicate** using the attached bid form. Bidder shall retain a copy of bid form.

TOWN OF LEDYARD
PARKS AND RECREATION DEPARTMENT
GRASS CUTTING, SEEDING & FERTILIZING SERVICES

SPECIFICATIIONS
BID # 2010-03

I. QUALIFICATION OF BIDDERS.

Contractors submitting bids must be an established maintenance or mowing firm with a minimum of five years in said business. The Town of Ledyard hereafter referred to as the Town will make such investigations as it deems necessary to determine the qualifications of the Contractor to perform the work. The Contractor shall furnish to the Town all information and data for this purpose in the form as the Town may require. The Town reserves the right to reject any bid if evidence submitted by or investigation of Contractor fails to satisfy the Town that the Contractor possesses the skills, ability and integrity necessary to a faithful performance of the work. Conditional bids will not be accepted.

II. QUALIFIED BIDDER.

A. This contract will be awarded on the basis of bids which will provide the Town with the best cost benefit.

B. In determining the skill, ability and integrity of the bidder the following will be considered: whether the bidder (a) has previously failed to perform properly, or complete on time, contract of a similar nature; (b) is not in a position to perform the contract; (c) has habitually and without justification cause neglected the payment of subcontractors, material or employees; (d) maintains a permanent place of business; (c) has adequate manpower and equipment to do the work properly and expeditiously; (f) has suitable financial status to meet the obligations incident to the work; (g) has appropriate technical experience.

III. BIDDER QUALIFICATION.

The bidder is required to complete the following form and to submit it with his bid to enable the Town to make inquiries and judge as to the bidder's experience, skill, available financial resources, credit and reliability.

A. Number of years the bidder has been in the grass cutting business: _____

B. All names by which the bidder has conducted business during the previous five (5) years:_____
_____

C. List the grass cutting contracts presently under contract by the bidder, annual dollar value of the contract (2), and contract completion date(s).
_____
_____

D. Has the bidder ever failed to complete work awarded: Yes No

If so, state the circumstances:_____
_____

E. Does the bidder intend to subcontract any of the services required under this contract? Yes No

If the answer to E above is yes, please identify the firm or firms you intend to use, and briefly describe their experience and qualifications.
_____
_____
_____

F. Please identify the equipment to be used on this contract by type, model, year, capacity, and owner. If not owned by your firm at the time of bid submission, indicate if the equipment is to be rented or purchased, along with evidence that a firm agreement exists for your acquisition of the equipment contingent upon award of the contract.
_____
_____
_____

G. List your references (preferably municipalities) and those of any firms with whom you intend to subcontract: _____
_____
_____
_____

H. Name and address of your Bank reference:
_____

IV. EQUIPMENT.

A. One "Z" type mower – 72" – cutting heights 1½ to 4.5 inches.

C. Two (2) push mowers

D. Commercial type weed whacker, with a minimum of two (2) staff to trim all properties as described in specifications.

Please provide pictures and one other form of ownership/identification of necessary equipment.

V. CUTTING SEASON.

Weekly cutting season commences in mid-April with final cutting in mid-November. Two cuttings per week will be required April through June.

VI. CUTTING HEIGHTS.

Grass cutting height at all facilities included in this bid will be determined by the Parks and Recreation Director.

VII. SEEDING & FERTILIZING.

All facilities included in this bid are to be seeded and fertilized twice (2) a year. Fertilizing will be based upon a soil test taken by the Contractor. The type of seed used is to be determined by the Director of Parks and Recreation.

VIII. LOCATIONS OF FACILITIES TO BE CUT.

It is the responsibility of each Contractor to become familiar with each Facility and the cutting requirement to each. All bidders should view all athletic fields, parks, playgrounds and other open areas to be cut. Failure on the part of any bidder to make such examination and to investigate thoroughly shall not be grounds for any declaration that the bidder did not understand the conditions of this invitation to submit a bid for labor and services.

Ledyard Parks and Recreation Commission's athletic facilities to be cut are as follows:

NAME	LOCATION
Judge Crandall	Junction of Rte 12 & 214
Depta Field	Blonders Blvd. (Colonel Ledyard Park)
Clark's Field	Town Farm Road
Purdy Field	Town Farm Road

IX. GENERAL CONDITIONS.

The successful Contractor will be required to execute a contract for the services to be provided with the Town of Ledyard.

The ultimate objective of the labor and services to be provided by the successful Contractor is that the athletic fields shall be kept in good repair and free of debris according to the needs of the Parks and Recreation Department and the Youth Leagues of the Town of Ledyard. Accordingly, the successful Contractor will be required to guarantee and warrant that they have sufficient experience and expertise to determine and reasonable certainty the required time and number of employees necessary to accomplish said objective in submitting his/her bid. The successful Contractor will be required to furnish all equipment, including oil and gasoline for equipment. Equipment shall not be left unattended at any of the fields, parks or open areas, and shall be removed from the work sites daily. The successful Contractor must provide its own vehicles for transporting equipment to and from work sites.

It is also agreed to, by both parties involved, due to the nature of said work, sufficient latitude is provided to perform additional requirements that may arise or other related work to ensure safe, clean, playable athletic facilities under the jurisdiction of this Department.

X. SCHEDULING AND RESPONSE TIME.

Any work necessary to be performed after regular working hours on Sundays or legal Holidays shall be performed without additional expense to the Town. It is also agreed to by both parties that all necessary dates, opening days and special requirements shall be formulated two weeks prior to the commencement of various League functions, etc.

It is agreed by the Contractor that the response time will be no greater than four (4) hours, seven days per week for the length of this contract.

It is the responsibility of the Contractor to check in with the Parks and Recreation staff daily to inquire of last minute items or additional needs. Contractor to call the office of the Ledyard Parks and Recreation Department, Monday through Friday between the hours of 7:30 a.m. and 8:30 a.m. for updates. If the Director is not available, his designee will inform the Contractor of current needs.

XI. CONDITIONS OF WORK.

The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified in accordance with the provisions of this contract and said specifications.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of this contract, specifications, and shall carry on and complete the entire work to the satisfaction of the Parks and Recreation (P&R) Director.

XII. WEATHER CONDITIONS OR OTHERWISE.

In the event of temporary suspension of work, during inclement weather, or whenever the P & R Director directs, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the P & R Director, work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

XIII. PROTECTION OF WORK AND PROPERTY – EMERGENCY.

The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this contract. He shall at all times safeguard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such damage be caused directly by errors contained in the contract or by the Town, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner. He shall notify the P&R Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the P & R Department for approval.

XIV. REPORTS, RECORDS, AND DATA.

The Contractor shall submit to the Town on a monthly basis all schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Town may request concerning work performed or to be performed under this contract

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XV. COMPLETION OF CONTRACT.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Town relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract.

XVI. PAYMENTS.

A. Payment for work shall be done by purchase order with a monthly check to the Contractor upon weekly inspection/approval of the P&R Director and/or his designee.

B. The Contractor agrees that the sum of 5% of the total contract will be retained by the owner for a period of thirty (30) days from the completion of the final assignment per contract award year.

C. The Contractor shall pay for all materials, tools, and other expendable equipment to the extent of 100% of the cost thereof, **NO later than** 30 days after delivery of said materials, **etc.,** to the job site and providing said materials, tools, and equipment are in a condition satisfactory to the Contractor and the P&R Director. The balance of the cost thereof to be paid before the final payment and acceptance by the Town. Unpaid outstanding bills for materials, etc., constitute an incomplete project and will hold up final payment to the Contractor.

D. The Contractor shall pay to each of his subcontractors, not later than ten (10) days following each payment to the Contractor, the respective amount of the work performed by his subcontractors to the extend of each subcontractor's interest therein.

XVII. REQUIREMENTS: GENERAL INSURANCE.

The successful Contractor must maintain in force continuously during the term of the contract workers compensation insurance and comprehensive liability insurance for both personal injury and property damage as required under this paragraph. The Contractor shall not allow any subcontractor to commence work on a subcontract until certificates of insurance satisfying the requirements of this paragraph have been provided by the subcontractor to and approved by the P&R Director and/or his designee

The Contractor must carry insurance under which the Town is named as an assured as follows:

A. Worker's Compensation – as required by State Statute

B. Commercial Liability as follows:
$2,000,000 – General Aggregate
$2,000,000 – Products Completed Operations Aggregate
$1,000,000 – Personal & Advertising Injury
$1,000,000 - Each Occurrence Bodily Injury and Property Damage
$ 100,000 – Fire damage, Any One Fire
$5,000 – Medical Payments, Any One Person Including Explosion Collapse & Underground

C. Automobile Liability: $1,000,000 Combined Single Limit Bodily Injury & Property Damage. Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment.

Certificates of insurance musts be submitted to the Director or Parks & Recreation prior to signing the contract and within ten (10) days of the notification of award.

Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this contract.

XVIII. INDEMNIFICATION.

The Contractor shall at all times indemnify and save harmless the Town of Ledyard, Connecticut, and its officers, agents, and employees on account of any and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents, and employees of the Town of Ledyard or (b) the Contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions, or neglect of the Contractor or his subcontractor or material men, or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of

Ledyard for damage to property of the Town of Ledyard caused by the contractor or his employees, agents, subcontractors, or material men, or by faulty, defective, or unsuitable material or equipment used by him or them. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract. Use State of Connecticut Department of Transportation, Form number CON-32 entitled Certificate of Insurance.

XIX. DEFAULTS.

If the Contractor shall fail in the prosecution of the work under this contract, to perform any provisions of this contract, the Town of Ledyard, after a five (5) day written notice to the Contractor to remedy such failure, without refusal of neglect of the Contractor to remedy such failure, the Town, without prejudice to any other remedy the Town may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Town shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the Contractor. Any expense or cost arising out of the Contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongfully supplied may be paid by the Town for the account of the Contractor and deducted from the contract sum then or thereafter due the Contractor.

XX. SPECIAL CONDITIONS.

Special care shall be taken to prevent contamination or muddying, silting, or interfering in any way with stream flows along the line of work. No waste matter of any kind will be allowed to discharge into the streams flows or impounded waters of any ponds or other bodies of water.

XXI. PROBATION.

The first two (2) months of this contract will be considered a trial period. This is a period of adjustment and evaluation during which either the Contractor or the Town of Ledyard may terminate this contract for any reason. This period shall provide the Town with the opportunity to carefully assess the Contractor's performance. It also shall provide the Contractor with an opportunity to decide whether he/she is satisfied with the conditions of this contract.

XXII. CONTRACT.

THE PERIOD OF THE CONTRACT WILL BE FROM JULY 1, 2010 UNTIL JUNE 30, 2011 WITH AN OPTION TO RENEW AT THE SAME TERMS FOR ANOTHER FOUR (4) YEARS ON AN ANNUAL BASIS UPON THE MUTUAL

CONSENT OF BOTH PARTIES. TOTAL NUMBER OF YEARS = FIVE (5), CONTINGENT UPON SATISFACTORY SEASONAL EVALUATIONS AND BUDGET NEGOTIATIONS. CONTRACT AND ALL INSURANCE FORMS TO BE SIGNED AND IN EFFECT FOR EACH CONTRACT YEAR.

XXIII. EVALUATIONS.

Evaluations will be completed three (3) times per year based upon the following schedule:

- 1st evaluation will be for the months of July and August. The evaluation will be presented to the Parks and Recreation Commission by the Director in September.
- 2nd evaluation will be for the months of September, October and November. The evaluation will be presented to the Parks & Recreation Commission by the Director in December.
- 3rd evaluation will be for the months of April, May and June. The evaluation will be presented to the Parks and Recreation Commission by the Director in July.

RENEWAL OF THIS CONTRACT WILL BE BASED UPON THE EVALUATIONS, OVER-ALL PERFORMANCE, RESPONSE TIME, COOPERATION, JOB PRODUCTIVITY, AND MOST IMPORTANTLY DEPENDABILITY.

The Contractor at anytime may request to meet with the Director or the Facility and Maintenance Committee to discuss this evaluation or any other items pertaining to the contract or maintenance of Ledyard's facilities.

XXIV. CONTACT PERSONS.

Please direct all inquiries concerning the performance of this bid to Donald A. Grise, Director of P&R, at (860) 464-9112 and all inquiries concerning the bid procedure to Marcia Hancock, Director of Finance, at (860) 464-3235.

BID FORM

GRASS CUTTING, SEEDING & FERTILIZING SERVICES
FOR THE TOWN OF LEDYARD PARKS AND RECREATION COMMISSION

Bids are due in the Mayor's Office, 741 Colonel Ledyard Highway, Ledyard, Connecticut 06339, on or before 2:00 p.m., Thursday, October 15, 2009. Bids must be in a sealed envelope addressed to Director of Finance, Town of Ledyard, and marked "Proposal for Grass Cutting, Seeding & Fertilizing Services for the Town of Ledyard Parks and Recreation Commission."

PROPSAL

We, the undersigned, hereby agree to furnish the services outlined in the Town of Ledyard, Bid **#2010-03**, at the cost stated below.

$ _____ July 1, 2010 through June 30, 2011

NON-COLLUSIVE BID STATEMENT

The undersigned Bidder certified that his bid is made independently and without collusion, agreement, understanding, or planned course of action with any other Bidder and that the contents of his bid shall not be disclosed to anyone other than his employees, agents, or sureties prior to the official bid opening.

_____
Signature

Bidders Name: _____

Address: _____

_____

Signed by: _____

Title: _____

Phone: _____

Date: _____

BID # 2010-03
Grass Cutting, Seeding & Fertilizing Services

Bidders List:

F. E. Crandall Disposal Services, Inc.
168 Lambtown Road
Ledyard, CT 06339

Regan Enterprises LLC
89 Plaza Court
Groton, CT 06340

Carpenter's Landscaping
158 Indiantown Road
Ledyard, CT 06339

Krawczyk Landscaping
932 Long Cove Road
Gales Ferry, CT 06335

Joshua Tree Lawn and Garden Services
80 Shore Road, P.O. Box 503
Waterford, CT 06385

Matt Faherty
138 Trout Stream Drive
Vernon, CT 06066

Legs Landscaping
1563 North Road, Route 117
Groton, CT 06340

Colonel Landscaping, LLC
P.O. Box 370
East Lyme, CT 06333