



TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway
Ledyard, CT 06339
(860) 464-3235 [Phone]
(860) 464-1126 [Fax]

Request for Proposals #2015-10

GRASS CUTTING and TRIMMING SERVICES

for PARKS AND RECREATION FACILITIES TOWN OF LEDYARD, CT

February 13, 2015



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The Town of Ledyard requests sealed bids for grass cutting and trimming services for the Town of Ledyard. The bid package is available at the Town's Website at <http://ledyardct.org> (click on tab "RFPs & Bids"). Bidders are responsible for checking this Website for any amendments to the Request for Proposal throughout the bidding process.

Bids will be received until 2:00 p.m. on Thursday, February 26, 2015 at the above address at which time they will be publicly opened and read aloud in Town Hall. Any bids received after 2:00 p.m. on February 26, 2015 will be returned unopened to the bidder.

The Town of Ledyard reserves the right to reject any or all bids and waive 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.

Marcia Hancock
Director of Finance

BIDDING INSTRUCTIONS

The Director of Finance will receive sealed bids for grass cutting and trimming services for the Town of Ledyard Parks and Recreation facilities.

CLOSING DATE

Bids will be received until 2:00 p.m., Thursday February 26, 2015, at which time they will be publicly opened and read aloud in Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT

INSTRUCTIONS

Bidder Qualification Form (Pages 11-12), Bid Form (Page 13) and pictures of equipment and one other form of ownership (see Section II – Equipment) are to be submitted in a sealed envelope addressed to:

Director of Finance
Ledyard Town Hall
741 Colonel Ledyard Highway
Ledyard, CT 06339

Envelopes are to be endorsed in the lower left-hand corner, “RFP 2015-10: Grass Cutting and Routine Maintenance Services.”

Bidder’s name and address is to be in the upper left-hand corner.

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 ("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 Contractor or by the Town's investigation of Contractor fails to satisfy the Town that the Contractor possesses the skills, ability and integrity necessary for a faithful performance of the work. Conditional bids will not be accepted.

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 a contract of a similar nature; (b) is not in a position to perform the contract; (c) has habitually and without justification neglected the payment of subcontractors, material or employees; (d) maintains a permanent place of business; (e) has adequate manpower and equipment to do the work properly and expeditiously; (f) has suitable financial status to meet the obligations necessary to do the work; (g) has appropriate technical experience.

II. EQUIPMENT

It is the responsibility of the Contractor to determine the appropriate equipment and materials needed to accomplish all grass cutting and routine maintenance according to the time schedule needs determined by the Parks and Recreation Director. Grass cutting for each park, ball field, and beach must be begun and completed in no longer than two days. 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.

The Contractor will be required to furnish the following equipment:

- A. Two (2) Hustlers or similar – range wing 14 foot rotary cut
- B. Three (3) Hustlers or similar – four wheel drive, 72 inch cut
- C. Two (2) push mowers
- D. Commercial type weed whacker with a minimum of four (4) staff to trim all properties as described in specifications.

Bidder must provide pictures and one other form of ownership with identification for all equipment as part of their bid package. Bidder must have sufficient personnel to carry out all job assignments according to the time schedule set forth by the Director of Parks and Recreation.

III. CUTTING SEASON

Cutting season commences in mid-April with final cutting in mid-November. Two cuttings per week will be required April through June and September through November as determined by the Parks and Recreation Director. Grass cutting for each park, ball field, and beach must be begun and completed in no longer than two days.

IV. CUTTING HEIGHTS

Grass at all sites is to be between the height of one to one-and-one-half inches at all times at all athletic facilities, parks, beach area, open spaces and soccer fields. All areas are to be trimmed.

V. LOCATIONS OF FACILITIES FOR GRASS CUTTING

See Schedule A for list of locations to be cut. It is the responsibility of each Contractor to become familiar with each facility and the grass cutting requirement of each. All bidders are responsible for viewing all athletic fields, parks, playgrounds and other open areas to be cut and trimmed. Failure on the part of any bidder to make such thorough examination shall not be grounds for any declaration that the bidder did not understand the conditions of this invitation to submit a proposal for labor and services.

VI. GENERAL CONDITIONS

The successful Contractor will be required to execute a contract with the Town of Ledyard for the services to be provided no later than 45 days after award of the 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.

The ultimate objective of the labor and services to be provided by the successful Contractor is that the athletic fields, parks, beach, playgrounds and picnic grounds 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 equipment, experience, and expertise to determine the time and number of employees necessary to accomplish said objective in his/her proposal.

Due to the nature of said work, sufficient latitude is to be provided to perform additional requirements that may arise or other related work to ensure safe, clean, playable athletic facilities and usable parks and beaches and/or other properties under the jurisdiction of the Parks and Recreation Department.

VII. SCHEDULING AND RESPONSE TIME

The schedule for grass cutting and trimming will be done at such times as facilities are not scheduled for official functions and any work necessary to be performed after regular working hours on Sundays or legal Holidays shall be performed without additional expense to the Town. All necessary dates, opening days and special requirements shall be formulated by Contractor two weeks prior to the commencement of various league functions and other activities.

The Contractor's 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 is 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.

VIII. CONDITIONS OF WORK

The Contractor 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 complete the entire work to the satisfaction of the Parks and Recreation (PARKS & RECREATION) Director.

IX. WEATHER CONDITIONS OR OTHERWISE

In the event of temporary suspension of work, or during inclement weather, or whenever the Parks & Recreation Director shall direct, 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 shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

X. 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 safely guard 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 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 Parks & Recreation Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Parks & Recreation Department for approval.

XI. 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.

XII. PAYMENTS

- A. Payment for work shall be done by purchase order and subsequently a check or electronic payment to the Contractor upon weekly inspection and approval of the Parks & Recreation Director and/or his designee.
- B. Five percent (5%) of the total contract will be retained by the Town 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 at 100% of the cost NO later than 30 days after delivery of said materials, tools, and equipment to the job site and providing said materials, tools, and equipment are in a condition satisfactory to the Contractor and the Parks & Recreation Director. The balance of the cost thereof is to be paid before the final payment and acceptance by the Town. Unpaid outstanding bills for materials constitutes 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.

XIII. 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 said insurance satisfying the requirements of this paragraph have been provided by the subcontractor to and approved by the Parks & Recreation 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 must be submitted to the Finance office within 30 days of signing the contract.

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.

XIV. PERFORMANCE MATERIALS AND LABOR BOND

A Performance, Materials, and Labor Bond in the amount of \$20,000 will be required from the successful bidder for the faithful performance of the contract. The bond must be made out in favor of Ledyard and executed by a surety company authorized to do business in the State of Connecticut. The security must be posted and accepted within thirty (30) days of the notification of award and prior to the commencement of any work under the contract.

XV. 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.

XVI. 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, the Town, 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 Contractors and deducted from the contract sum then or thereafter due the Contractor.

XVII. 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.

XVIII. 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 assist the Contractor's performance. It also shall provide the Contractor with an opportunity to decide whether he is satisfied with the conditions of this contract.

XIX. CONTRACT

The period of the contract will be from July 1, 2015 through June 30, 2017 with an OPTION to renew at the same terms and at the pricing stated on the bid form for an additional two (2) years upon mutual consent of both parties. The Town's exercise of the option to renew will be based upon satisfactory seasonal evaluations, sufficient operating budget appropriation, overall performance, response time, cooperation, job productivity, and, most importantly, dependability. A contract and all insurance forms are to be signed and in effect within 30 days of signing the contract.

XX. 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.

The Contractor at anytime may request to meet with the Director or the Facility and Maintenance Committee of the Parks and Recreation Commission to discuss any evaluation or any other items pertaining to the contract or maintenance of Ledyard's facilities. The Contractor will have the opportunity to resolve any negative evaluations; if not resolved to the satisfaction of the Parks and Recreation Director or the Parks and Recreation Commission, the Town may deem this a breach of the terms of the contract and may void the contract.

XXI. CONTACT PERSONS

Please direct all inquiries concerning the performance of this bid to Donald A. Grise, Director of Parks and Recreation, at 860-464-9112, and all inquiries concerning the bid procedure to Marcia Hancock, Director of Finance, at 860-464-3235. Contact of any Town official other than these two listed may be cause for rejection of bidder's proposal.

BIDDER QUALIFICATION FORM

The bidder is required to complete the following form and to submit it with his/her 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 and routine maintenance contracts presently under contract by the bidder, annual dollar value of the contract, 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 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 (s) 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.

Please address in detail whether the equipment identified above is sufficient for completing work in the time required as stated in this document.

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:

BID FORM

Bids are due in the Mayor's Office, 741 Colonel Ledyard Highway, Ledyard, CT 06339, on or before 2:00 p.m., Thursday, February 26, 2015. Bids must be in a sealed envelope addressed to Director of Finance, Town of Ledyard, and marked "RFP 2015-10: Grass Cutting and Trimming Services."

PROPOSAL

We, the undersigned, hereby agree to furnish the services outlined in the Town of Ledyard, Bid #2015-10, at the cost stated below. **Please note that your bid proposal must be for a two-year period as designated below.**

\$ _____ July 1, 2015 through June 30, 2017

\$ _____ July 1, 2017 through June 30, 2019 (Option years)

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 (Printed): _____

Address: _____

Signed by: _____

Title: _____

Phone: _____

Date: _____

SCHEDULE A: GRASS CUTTING SITES

<u>SITE</u>	<u>LOCATION</u>
Purdy/Clarks Field	Town Farm Road
Pfizer's Field	Route 214
Christy Hill	East Drive
Highland's Lake	Shewville Road
Aljen Heights	Aljen Avenue
Sawmill Park	Iron Street (Rte 214)
Model Park	Model Park Road (Highlands area)
Board of Ed/Parks & Rec Office	Blonders Boulevard
Colonel Ledyard Park (all athletic facilities and park)	Blonders Boulevard
Judge Crandall Complex (all athletic facilities and surrounding areas)	Junction Routes 12 & 214
35 Country Club Road (old well house)	Country Club Road, Ledyard

BIDDERS LIST *

F. E. Crandall Disposal Services, Inc.
168 Lambtown Road
Ledyard, CT 06339
860-536-8487
fcrandall@comcast.net

Regan Enterprises, LLC
89 Plaza Court
Groton, CT 06340
860-448-0101
patriciahnet@gmail.com

Matt Faherty
138 Trout Stream Drive
Vernon, CT 06066
860-872-9367
mfaherty@sbcglobal.net

Colonel Landscaping, LLC
PO Box 370
East Lyme, CT 06333
860-739-0008
Nicholas@colonellandscaping.com

LandCare and Design
PO Box 295
Ledyard, CT 06339
860-464-8169
pondreicka@yahoo.com

Earth, Turf, and Snow
103 Brook Street
Groton, CT 06340
860-204-7203
earthturfandsnow@gmail.com

Three D Landscaping
105 Reuteman Road
North Stonington, CT 06359
860-961-8272
rdeledda@comcast.net

GTM Services
25 Oil Mill Road
Waterford, CT 06385
860-447-1200
gtmlawnservice@yahoo.com

Spanos Landscaping
175 Miller Road
Preston, CT 06365
860-917-0855
tim@spanoslandscaping.com

*** Bidding is not restricted to the companies on this list.**