

**SOUTH WINDSOR PARKS & RECREATION
157 BURGESS ROAD
SOUTH WINDSOR, CONNECTICUT**

December 10, 2021

SPECIFICATIONS

FOR

**South Windsor Public Schools
Mowing Services K-12**

BIDS WILL BE RECEIVED UNTIL:

January 5th 2022

AT

11:00 A.M.

Molly Keays Director of Parks & Recreation

John E. Caldwell Superintendent of Parks

INDEX

Section I – Invitation to Bid	2
Section II – Submission of Bids	3-4
Section III – Award of Contract	5
Section IV – General Specifications	6-8
Section V – Additional Conditions	8
Section VI – Proposal Form.....	9-11
Section VII – Certificate of Insurance.....	12-14
Section VIII – Indemnity.....	15
Section IX – Affirmative Action Policy.....	16

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

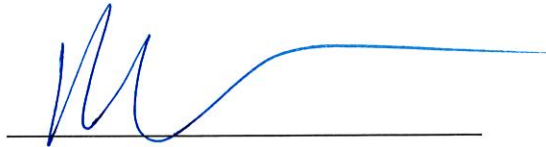
SECTION I INVITATION TO BID

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

Specifications for Bid, SWP&R Mowing Services may be obtained on the South Windsor Parks & Recreation website under Legal Notices or Public Works website under, "Bids".
(www.southwindsor-ct.gov) (<https://southwindsor.recdesk.com>)

Sealed bids will be received at the Office of the Town Manager at the Town Hall, 1540 Sullivan Avenue, South Windsor, CT 06074 until **11:00 a.m. on January 5th 2022**. Bids will be publicly opened and read aloud after.

The South Windsor Parks & Recreation reserves the right to waive any informalities in bids; to reject any or all bids; or to accept the one that in their judgement will be for the best interest of the Town of South Windsor or the South Windsor Board of Education. For further information, contact the South Windsor Parks Superintendent at 860-648-6366 or John.Caldwell@southwindsor-ct.gov.



Michael Maniscalco, MPA
Town Manager

SECTION II **SUBMISSION OF BIDS**

Bids must be submitted on forms supplied in this bid document.

Time and date for submission is contained within this document. Bids received after the specified time and date of bid opening given shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. Name and address of the Bidder should appear in the upper left hand corner of the envelope.

Incomplete bids may result in the rejection of the bid. An original and one copy of the proposal schedule shall be submitted to the Town. All bids must be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal.

Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation to bid.

The Town is exempt from excise, transportation and sales taxes imposed by the Federal Government and/or State. Such taxes must not be included in bid prices.

In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

By its submission, the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or service and is in all respects fair and without collusion or fraud.

All bids will be opened and read publicly; and upon award are subject to public inspection.

References: Include the name, title, and contact information of the authorized owner's representative for at least three recent projects of similar size, scale, and timeframe.

Interested parties are encouraged to submit supporting documentation that is pertinent to the thorough evaluation of the bid.

The lump sum price for this Project shall include all materials, equipment, labor, supervision, overhead items, profit, protection and precautions and all other incidental costs necessary for construction. Lead Time to prepare shop drawing submittals. Lead Time from date of receipt of approved shop drawing submittals to shipping date.

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

Any questions regarding the bid, including the process and procedures and specifications, are to be submitted to:

John E. Caldwell
Superintendent of Parks
john.caldwell@southwindsor.org

The representative listed above must receive any questions no later than December 30, 2021. The Board will answer all pertinent written questions by issuing an addendum, which shall become part of the Invitation to Bid, containing all pertinent questions received as provided above and decisions regarding same. Such addenda will be posted on the Town's website (www.southwindsor-ct.gov) under "Bids", at least three (3) days prior to the bid opening date. Each bidder is responsible for confirming whether any addenda has been issued, and if so, obtaining a copy of such addenda and completing its Bid in accordance with the Bid Documents modified by any such addenda.

No oral statement of the Town, including oral statements by the representative listed above, shall be effective to waive, change, or otherwise modify any provision of the Bid Documents, and no bidder or prospective bidder shall rely on any alleged oral statement.

Incurring Costs

The South Windsor Town will not be held responsible for any costs incurred by the vendor for work performed in preparation and production of a proposal.

Freedom of Information Act

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its proposal that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described below, the Town shall, to the extent permitted by law, protect from unauthorized use and disclosure such Confidential Information.

If the Town receives a request for a Bidder's Confidential Information, it shall immediately notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure, or may object to the disclosure of said information by notifying the Board in writing to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

SECTION III **AWARD OF CONTRACT**

1. The owner reserves the right to award the contract to the bidder offering the best value in the interest of the Owner but not necessarily award the contract to the bidder submitting the lowest bid.
2. The Owner reserves the right to reject any or all bids and to waive defects or informalities in any bid if it is deemed to be in the best interests of the Owner to do so. The Owner also reserves the right to select or reject in part or in total any and/or all the supplemental bid items and not necessarily in the order in which they appear in the proposal form.
3. The intent of this Project is to have a completed, finished, working Project whether or not any particular wording or direction is inadvertently omitted or not clearly stated.
4. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case articles are found to be defective, or otherwise not in conformity with the specification or requirements, the Town shall have the right to reject such articles, and shall incur no cost whatsoever for a reject article(s).
5. Any and all reference to trade names, types, styles, models or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and/or materials that will be satisfactory. Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish, and to furnish with his bid a cut or illustration or other descriptive matter which will clearly indicated and give specification as to the product he proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification, the item should be identified on the bid form by entering the i) make, ii) trade name, and iii) model number. Samples are to be submitted, if requested, at the bidder's expense. It is understood that any substitutes which might be offered are guaranteed by the bidder to be of equal or better quality than is requested in the bid. It shall be further understood that during original, as well as subsequent shipments, spot checks will be performed to insure that the items received are in fact the items offered in the bid. Should items/materials prove to be different in any way, the bidder agrees to the return of the items and agrees to supply the correct items (per bid specifications) at bidder's expense
6. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case articles are found to be defective, or otherwise not in conformity with the specification or requirements, the Board shall have the right to reject such articles, and shall incur no cost whatsoever for a reject article(s).

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

SECTION IV **SPECIFICATIONS**

Instructions to bidders

It is the intent of these specifications to provide Landscape Service to the level described under "Basic Lawn Service" and to also provide a number of priced options that may be exercised. The South Windsor Parks and Recreation Department reserves the right to select the bidder that in their sole opinion will provide the best service to the school district.

Pre-Bid Visits:

Pre-bid site visits are **MANDATORY**. Site visits **must be done when school is not in session.**

These site visits will be two different times weather permitting December 16, 2021 & December 20, 2021 @ 10am starting at Phillip R Smith School, 949 Avery St and proceed from there.

Contract Period:

The Contract Period for this bid is September 1st thru June 30th renewed annually.

Payments:

Payment will be based on the total bid price for landscape services including any options selected. It is planned to accept or reject the optional items at the time of contract award. The total price will be divided by six, and payment will be made in six equal installments monthly September thru June. Bidder must provide billing for these payments.

Consultation

Three visits to the site to meet with the Director of Facility Operations to advise them on landscape issues may be required.

Bidders may bid A GROUP or B GROUP or both on the bid sheet provided.

A Group

Eli Terry Elementary School	569 Griffin Road
Orchard Hill Elementary School	380 Foster Street
Philip R. Smith Elementary School	350 Foster Street
Pleasant Valley Elementary School	591 Ellington Road

B Group

Timothy Edwards Middle School	100 Arnold Way
South Windsor High School	161 Nevers Road

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

BASIC LAWN SERVICE

SPRING CLEANUP: To be done from the last week in March to April 30th

- a. Remove all winter debris
- b. Rake all lawn areas and clean up.

MOWING AND TRIMMING

- Prior to June 15 and after Sept 15 mowing height to be at least 2.5 inches.
- From June 15 to Sept 15 mowing height to be at least 3 inches.
- All areas to be cut weekly.
- If clippings are heavy, rake, blow off or bag and remove.
- All trimming and weeding must be done within one day of mowing to provide a finished appearance. All walks and drives must be swept or blown clean.
- Mowing should not be done at Elementary schools while school is in session and on the same day each week (weather permitting)
- An assigned foreman that will have the necessary background to effectively manage this project must supervise all mowing. This person must be on site throughout all mowing operations.
- All mowing will be done around the school buildings and play areas prior to the start of school day or after dismissal in order to not disturb classes.
- All mowing in the vicinity of the athletic fields must be completed prior to 2:00 pm at TE and the High School in order to avoid conflict with athletic events.
- No mowing is to take place when students are in close proximity.
- At no time are any mowers to exceed 7 mph on any turf area due to the increased risk of an unexpected injury to students or staff. Mowers must have shrouds in the down position at all times.
- No abrupt turning or sliding of equipment shall occur which results in turf damage. It is the contractor's personal responsibility to repair all damage within one week of an incident
- All material must be removed from the site. Nothing may be placed in dumpsters.

End of Basic Service

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

OPTIONAL SERVICES

FALL Clean Up: To fully clean all lawn areas and planting beds, blow off all drives and parking areas and remove all material from the site. Price per location.

PLANTING BED MAINTENANCE: Edge all beds and weed as needed throughout the season to maintain a weed free appearance. No pesticides can be applied Per CT law K-8.

End of Optional Services

ADMENDMENTS

- A. The Town of South Windsor will post any addenda on their website, www.southwindsor.org under "BIDS/RFPs". **Each respondent is responsible for checking the websites to determine if the South Windsor Parks & Recreation has issued any addenda and, if so, to complete its response in accordance with the RFP as modified by the addenda.**

SECTION V **ADDITIONAL CONDITIONS**

The execution of a contract binds the vendor to all applicable State labor laws and regulations. All such standards, laws and regulations shall be binding to the same extent as if they were copied at length herein.

Each contractor shall be subject to, and shall comply with, the following requirements, included herein by reference, to insure, through affirmative action, that qualified employees and applicants for employment are not discriminated against because of race, religious creed, national origin, age, sex, marital status, sexual orientation or disability.

Said requirements shall include compliance with all applicable, federal, state, and local statutes, ordinances, and regulations relating to discrimination in employment. It shall be the responsibility of the contractor to be familiar with and knowledgeable about the above.

The apparent successful contractor may be required to undergo a pre-award compliance review for the purpose of ascertaining whether, in the opinion of the Town, the contractor is willing and/or capable of complying with the above.

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

SECTION VI PROPOSAL FORM

DATE _____

**SOUTH WINDSOR TOWN GARAGE
157 BURGESS ROAD
SOUTH WINDSOR, CT 06074**

Pursuant to and in compliance with your "Advertisement" for bids and "Instructions to Bidders"; relating thereto, the undersigned,

(Name of Bidder)

Having carefully examined the premises, and complete specifications together with all addenda issued and received prior to scheduled closing time for receipt of bids hereby offers and agrees as follows:

To provide all materials, labor and equipment necessary in accordance with the attached specifications.

Bidders shall not include Federal Excise Taxes nor State of Connecticut Sales Taxes for which South Windsor Public Schools are exempt.

The right is reserved to purchase either by the item or the total items indicated.

After the opening of bids, all bids will stand available for a period of sixty (60) days.

All work shall be in accordance with the attached specifications.

The Contractor is expected to furnish all labor and materials and all costs applicable will be shown as the total Bid.

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

A GROUP (ET, OH, PRS, PV)

Basic Service \$ _____

Planting bed maintenance \$ _____

B GROUP (TEMS, SWHS)

Basic Service \$ _____

Planting bed maintenance \$ _____

A & B Groups Basic Service Total \$ _____

Price will be on a one (1) year bid with two (2) additional years option reflecting an overall percentage increase per year:

Year 2023 Increase	%
Year 2024 Increase	%

Addenda Receipt

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

CONTACT PERSON: _____

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

ADDRESS: _____

CITY & STATE: _____

PHONE: _____

E-Mail: _____

All Bid Envelopes must be sealed and marked with Bid Title, Opening Date, and Time.

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

SECTION VII **CERTIFICATE OF INSURANCE**

The Contractor shall carry insurance under which the Town of South Windsor shall be named as an additional insured for the whole duration of this work, including the maintenance period provided herein, with an insurance company or companies licensed to write such insurance in Connecticut, against the following risks in not less than the amounts as here indicated:

A. STATUTORY WORKMEN'S COMPENSATION INSURANCE:

With Coverage B, Employer's Liability, Limit of at least \$100,000.00.

The Contractor shall maintain, for the duration of the Contract and for the protection, of all employees engaged there under, workmen's compensation as required by the Labor Laws of the States, and all Municipal and Federal Liability Laws.

B. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Including completed operations, and coverage for the explosion, collapse, and underground hazards, with at least the following limits:

BODILY INJURY AND PROPERTY DAMAGE COMBINED SINGLE LIMIT

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:

With at least the following limits including non-ownership and hired car coverage as well as owned vehicle:

BODILY INJURY AND PROPERTY DAMAGE COMBINED SINGLE LIMIT

\$1,000,000.00

\$1,000,000.00 Aggregate

SECTION VII
CERTIFICATE OF INSURANCE (Continued)

D. UMBRELLA/EXCESS COVERAGE

Minimum \$2,000,000 Each Occurrence and Aggregate

E. OWNER'S PROTECTIVE LIABILITY INSURANCE:

The Contractor shall procure, pay for, and maintain Owner's Protective Liability Insurance in the following limits, naming the Owner and the Engineer as Named Insured's and furnishing the Owner with a copy of the Policy:

BODILY INJURY

\$ 500,000 Each Person
\$1,000,000 Each Accident

PROPERTY DAMAGE

\$100,000 Each Accident
\$500,000 Aggregate

It is further understood and agreed that any liability of the Town of South Windsor, or its agents concerning any and all work and material necessary is covered within policy limits set forth in this certificate. Certificates of Insurance of this Agreement to assume afore-mentioned liability of Owners shall be filed with Owner and be subject to his approval, prior to commencement of any work.

The above liabilities shall include not only all damages that may result to any person or property by reason of operations and/or construction, but also during the maintenance period as defined elsewhere in the Contract, where condition of construction is a factor.

The insurance policy or policies shall be delivered to the Board, for the Board to examine and rule on acceptability of the policies and of any endorsements. All premiums or other insurance carrier' charges for such policies shall be paid by the Contractor.

Failure to provide the required insurance and certificates may, at the option of the Town of South Windsor, be held to be a willful violation of the Contract and subject to the provisions of Contract paragraph "Abandonment of Work".

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

SECTION VII **CERTIFICATE OF INSURANCE (Continued)**

The Contractor agrees to indemnify and to hold the Town of South Windsor and its employees as well as the Board of Education and its employees harmless and defend in any and all liability of every nature and description which may be suffered through Bodily Injuries, including death of any persons, or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, whether or not due in whole or in part of any act, omission, or by reason of negligence of the Contractor, his agents, employees, his Subcontractors or employees or equipment of the South Windsor Board of Education and/or the Town of South Windsor.

All Policies shall be maintained for the duration of the contract.

In the event of any change in or cancellation of any, one or more of said policies, the

Insurance Company will give not less than fifteen (15) days written notice to party to whom this Certificate is issued of such cancellation or change.

The above Insurance requirements shall also apply to all Subcontractors, and the Contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

DATED THIS _____ DAY OF _____ 20 _____

(INSURING AGENT)

BY _____
(AUTHORIZED AGENT)

SECTION VIII
INDEMNITY

The contractor named below, to the fullest extent permitted by law, shall indemnify and hold harmless the Town of South Windsor and all of its agents and employees from and against any and all claims, damages, losses, costs and expenses (including attorneys' fees, consequential damages punitive damages and damages arising out of strict liability in tort) arising out of or resulting from the Contractors performance or failure to perform its work including, but not limited to, any claim, damage, loss or expense which is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) caused in whole or in part by any negligent or intentional act or omission of the Subcontractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified here under.

Signature:

Title:

Contractor:

Date:

SOUTH WINDSOR PUBLIC SCHOOLS MOWING SERVICES K-12

SECTION IX **AFFIRMATIVE ACTION**

South Windsor Parks & Recreation
91 Ayers rd
South Windsor, CT 06074

TO: All Contractors

FROM: John Caldwell, Superintendent of Parks

SUBJECT: Affirmative Action

The Town of South Windsor is an Equal Opportunity Employer. The Town of South Windsor has made it a matter of policy that it will not transact business with firms, which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination. A copy of the Town of South Windsor Affirmative Action Statement is printed on the bottom of this letter.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy with your bid response.

STATEMENT OF POLICY

It is the employment policy of _____ that there will be no discrimination against anyone on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression in making employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination.)

In addition, this form is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

_____ Date	_____ Signed (Name/Title of Company Officer)
_____ Telephone #	_____ Street Address
_____ Fax #	_____ City/State