BID PACKAGE GROUNDS MAINTENANCE AVON, CT

July 16, 2014

INVITATION FOR BID STANDARD INSTRUCTIONS BID FORM NON-COLLUSION AFFIDAVIT GENERAL SPECIFICATIONS AGREEMENT (SAMPLE)

> Kim Schlosser Purchasing Agent 34 Simsbury Road Avon, CT 06001

INVITATION FOR BID GROUNDS MAINTENANCE AVON, CT

One (1) original and two (2) copies of sealed bids for the above named project will be submitted to the Board of Education, 34 Simsbury Road, Avon, CT 06001 on August 15, 2014 at 1:00 pm. They will be publicly opened and read aloud at Avon High School, Community Room, 510 West Avon Road, Avon, CT on August 15, 2014 at 1:30 pm.

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

A *mandatory* pre-bid conference will be held on *August 8, 2014* at 1:00 pm at Avon High School, Community Room, 510 West Avon Road, Avon, CT. The Board of Education will reject a bid received from a vendor who did not attend this conference.

Addenda will be issued to only those Bidders who have registered with the Board of Education at the mandatory Pre-Bid Conference.

Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

Kim Schlosser Purchasing Agent Board of Education

1. INTRODUCTION

The Board of Education is soliciting bids for the above named project to maintain Thompson Brook School, Roaring Brook School and Pine Grove School. It is the intent of the Board of Education to hire a Contractor or Contractors, herein after the "Contractor," to provide these services.

Grounds Maintenance Services, herein after called the "Grounds Services," include lawn mowing, fall cleanup, spring cleanup, pruning and weeding, mulching and fertilizing for a number of properties owned by the Board of Education.

If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail. This contract is for a three-year period; however, the Board of Education reserves the right to continue the work beyond the first year of the contract based upon performance of the vendor that is satisfactory to the Board of Education. The decision as to whether work is satisfactory lies solely with the Board of Education.

2. KEY EVENT DATES

Invitation for Bid Issued 7/16/14

Pre-Bid Conference 8/8/14 – 1:00 pm

Public Bid Opening 8/15/14 – 1:30 pm

Bid Awarded Within 90 Days

Commencement of Work Within ten (10) calendar days of Notice to Proceed

OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Board of Education, 34 Simsbury Road, Avon CT, or from the Board of Education's website at: www.avon.k12.ct.us under Departments then Budget and Finances.

4. BID SUBMISSION INSTRUCTIONS

A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked "Sealed Bid for Board of Education – GROUNDS MAINTENANCE". If forwarded by mail or courier, the sealed envelope must be addressed to "Peter Gaski, Board of Education, 34 Simsbury Road, Avon, Connecticut 06001". Bids must be at the office of the Board of Education prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.

- B. Ditto marks or words such as "SAME" on the Bid is considered writing and must not be used.
- C. All information must be submitted in <u>blue ink</u> or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation for Bid have been accepted.
- G. The Board of Education reserves the right to waive any minor informality in a bid when such a waiver is deemed to be in its best interest to do so.

5. QUESTIONS

Any questions on the Board of Education's locations should be directed to: Peter Gaski, 860-404-4733.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to either by email to pgaski@avon.k12.ct.us - fax: (860) 404-4704, or by mail: Building and Grounds Department, Board of Education, 34 Simsbury Road, Avon, CT 06001. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Board of Education will arrange as addenda, if necessary, which shall be made a part of this Invitation for Bid and the resulting contract, all questions received as above provided and decisions regarding each.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

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

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference is **mandatory**. Failure to attend does not relieve bidders of obligations under this bid.

8. <u>INTERPRE</u>TATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Board of Education. The Board of Education will issue any substantive changes or interpretations in writing as an addendum.

9. TAX EXEMPTIONS

The Board of Education is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

10. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant to the Board of Education Manager PRIOR to commencement of work, with the following requirements:

a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Damage to Rented Premises	\$ 100,000

b. Automobile Liability:

Each Accident: \$1,000,000 Hired/Non-owned Auto Liability \$1,000,000

- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Board of Education" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A: VII.
- f. It is desired by the Board of Education that all insurance not be cancelled or modified without thirty (30) days written notice by registered U.S. Mail to: Board of Education, Business Office, 34 Simsbury Road, Avon, Connecticut 06001.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

11. AWARDING THE BID

The Board of Education reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Board of Education.

Consideration to award the contract for the Services is given to a) Contractors with experience in providing these services, b) Contractors who have a fleet of vehicles to

support such services, c) Contractors who are able to provide substitute equipment in the event of vehicle breakdown, and d) Contractors who are able to demonstrate a track record in the delivery of services with the submittal of valid references.

The lowest priced bid is NOT the sole determining factor when awarding this bid, as the Board of Education reserves the right to negotiate with the bidder that is preliminarily selected. That bidder is the person or firm who is qualified and competent to do the work, whose past performance of work is satisfactory to the Board of Education and whose bid documents comply with the procedural requirements stated herein.

12. REJECTION AND/OR CANCELLATION OF BIDS

The Board of Education reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest.

13. BID BOND

A Bid Bond is not required with this bid.

14. PERFORMANCE BOND

A Performance Bond is not required with this bid.

15. W-9 FORM

The successful bidder must provide the Board of education with a completed W-9 Form prior to commencing work.

16. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if issued

END OF STANDARD INSTRUCTIONS TO BIDDERS

BOARD OF EDUCATION - BID FORM GROUNDS MAINTENANCE 34 Simsbury Road Avon, CT 06001

8/15/14

BID ofcorporation or limited liability company or	roanized and existi	(hereinafter called "BIDDER", a
partnership, or an individual doing busines	es as.	* shall
partnership, or an individual doing busines provide Grounds Maintenance services in	accordance with th	e rates listed below:
	mood min th	a rates listed below.
*Insert the Corporation, Partnership, or Ind	dividual name as a	pplicable. Cross out non-applicable types
1 , 1,		Transcription specification sp
The undersigned submits this Bid without co	llusion with any oth	er person, firm or individual.
Witness:	Signature:	
Date:	Name:	
		(print or type)
	Title:	
	Firm:	
	Address:	***
	Telephone:	
	E-Mail:	

Thompson Brook School, 150 Thompson Road, Avon

Mowing/Trimming (Estimate 25 cuts @ \$/each cut)	\$
Fall Clean Up – midway through fall season	\$
Fall Clean Up – at end of leaf drop	\$
Spring Clean Up	\$
Pruning/Weeding	\$
Mulching	\$
Late spring – fertilization	\$
Early summer – fertilization	\$
Late summer – fertilization	\$
Early fall – fertilization	\$
Sub -To	tal <u>\$</u>
Roaring Brook School, 30 Old Wheeler Lane, Avon	
Mowing/Trimming (Estimate 25 cuts @ \$/each cut)	\$
Fall Clean Up – midway through fall season	\$
Fall Clean Up – at end of leaf drop	\$
Spring Clean Up	\$
Pruning/Weeding	\$
Mulching	\$
Late spring – fertilization	\$
Early summer – fertilization	\$
Late summer – fertilization	\$
Early fall – fertilization	\$
Sub -Tot	tal \$

Pine Grove School, 151 Scoville Road, Avon			
Mowing/Trimming (Estimate 25 cuts @ \$	_/each cut)	\$.
Fall Clean Up – midway through fall season		\$	
Fall Clean Up – at end of leaf drop		\$	
Spring Clean Up		\$	<u></u>
Pruning/Weeding		\$	
Mulching		\$	
Late spring – fertilization		\$	_
Early summer – fertilization		\$	
Late summer – fertilization		\$	
Early fall – fertilization		\$	
	Sub –Total	\$	
Thompson Brook School		\$	
Roaring Brook School		\$	
Pine Grove School		\$	
	Total	\$	
2014/15 – cost		_dollars and	cents

(written words)

NON-COLLUSION AFFIDAVIT OF BIDDER

Sta	ate of	, County of	, being first duly sworn, disposes
an	d says that:		
1.		ner, officer, representative or agent of: t has submitted the attached BID;	the
2.	The attached	BID is genuine; it is not a collusive or sha	m BID;
3.		nformed respecting the preparation and c s respecting the attached BID;	contents of, and knowledgeable of all pertinent
4.	Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID prices or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Education or any other person interested in the proposed CONTRACT.		
5.	conspiracy, o	•	proper and are not tainted by any collusion, as part of the BIDDER or any of its agents, it, including this affiant; and
6.	That no elected or appointed official or other officer or employee of the Board of Education, whose salary or compensation is payable in whole or in part by the Board of Education is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.		
		(Signed)_	
			(Name of Bidder)
Sul		vorn to before me this 20	
	Title		
Mυ	Commission e	expires 20	

GROUNDS MAINTENANCE GENERAL SPECIFICATIONS

SCOPE OF WORK

The work contemplated under this contract with the Board of Education, hereinafter referred to as the Board of Education, and shall include all labor, materials, equipment, and transportation necessary to provide grounds maintenance to the specified areas of the Board of Education properties.

CHANGED IN SCOPE OF WORK

In the event the Board of Education requires a change in scope of work, either by addition or reduction of work, the basis for negotiation shall be the Schedule of Prices. A duly signed Change Order to the contract shall confirm the change in scope.

CONTRACTOR'S CONFORMANCE WITH SAFE PRACTICES

The contractor shall exercise precaution at all times for the protection of persons and property. Such equipment shall be properly maintained so as to allow a safe and effective operation per the manufacturer. The contractor shall be responsible for handling all claims made for damages by private citizens and Board of Education employees in an expeditious manner.

CONFORMANCE

The contractor shall perform all services required under this agreement in conformance with all federal, state, and local laws and ordinances and regulations, including paying all employees not less than the Federal/State Minimum Wage and to abide by other requirements as established by the Congress of the United States in the fair Labor Standards Act, as amended, and changed from time to time. Contractor also agrees to conform to the Regulations of the Worker's Compensation Board, and shall agree to indemnify and save the Board of Education from any loss or liability, including attorney's fees, caused by contractor's failure to do so. The contractor shall provide a statement that their firm is an Equal Opportunity Employer.

PERSONNEL

The contractor shall utilize competent employees in performing the work specified. At the request of the Building and Grounds Director, the contractor will replace any incompetent, abusive or disorderly person in his or her employment. The contractor is responsible for requiring all persons working on the Board of Education grounds to present a neat appearance. Either company uniforms or personal clothing will be in good condition and all personal will look neat at all times.

MOWING REQUIREMENTS

- 1. All debris which will interfere with cutting operations (such as wire, bottles, rocks, tin cans, sticks, paper and liter) shall be cleared from the area prior to beginning operations for the initial mow and all subsequent mowing's. Accumulated trash and debris will be removed, hauled away from the Board of Education property, and properly disposed of. The contractor may not bring debris to the Transfer Station. It will be the responsibility of the contractor to remove all collected debris from each location. They may not use any dumpster at each facility and they may not blow material into the woods that may abut each property.
- 2. The cutting edges of all mowing equipment used in performance of work shall be kept in sharp condition. Bruising or rough cutting of grass will not be accepted.
- 3. Mowers shall be of a type which causes clippings to be distributed evenly over the cut area.
- 4. Grassed areas shall be moved to a height of not less than two inches above the surface of the soil and not allowed to grow to a height greater than four inches above the soils surface.
- 5. Each time the grass of an area is mowed; all the grass shall be trimmed even with the edges of all curbs, sidewalks, driveways and parking lots. Grass, brush, weeds and to the vegetation growing beside walls, guy wires, poles, shrubs, trees, sign posts, drainage structures, foundations, fire hydrants and other miscellaneous obstructions within the designated areas shall be cut to height consistent with adjoining turf areas.
- 6. Areas under construction will be cut as much as possible and upon completion of the construction, the contractor will complete the cutting required in the construction areas.
- 7. The contractor shall provide a sufficient number of operators and equipment on a daily basis to insure the timely completion of each cycle.
- 8. Any vandalism or storm related damage to the areas or to any of the trees, bushes or object located in the mowing locations will be reported to the Board of Education as soon as possible by the contractor.
- 9. The contractor may perform the work on any days(s) of the week except Sunday. No work may begin before 7:00 A.M. and must end by 8:00 P.M.
- 10. The Board of Education and the contractor will each be promptly notified by the other of any complaints received.

FALL CLEAN-UP

Two (2) removals of leaves from all lawns, landscape and parking areas. Leaves and debris are to be removed from the site and not disposed of behind fences or in any wooded area.

1st – midway through fall season 2nd – end of leaf drop

SPRING CLEAN-UP:

- 1. Landscape Areas Clean and remove all winter debris, leaves, sand, trash, etc.
- 2. Lawn Areas Power rake all areas. Blow, rake and remove debris.
- 3. Other Remove all dead and broken branches from plants in need.

PRUNING & WEEDING:

- 1. Professional pruning of all trees and shrubs (up to 20 feet tall) at appropriate times, in accordance with sound horticultural practices.
- 2. During contract term, keep all planting beds, tree beds, landscaped areas, parking lot islands and cracks in pavement and sidewalks weed free.

MULCHING:

- 1. The contractor shall machine edge all landscape beds that border lawn areas and shall install a two-inch (2") application of fresh mulch surrounding all trees, planting and landscape beds, including any parking lot island. Cost for edging shall be incorporated into the fee for Spring Clean-Up.
- 2. Contractor must provide double ground color enhanced dark pine bark mulch.
- 3. Contractor must provide two (2) inches of mulch for each existing mulched area.

FERTILIZATION:

- 1. Contractor must determine the size of each location to be fertilized.
- 2. Fertilization is to follow the schedule below:

Late spring – fertilization Early summer – fertilization Late summer – fertilization Early fall – fertilization

EXISTING IRRIGATION SYSTEMS

Be advised that irrigation systems are installed in several locations.

GROUNDS MAINTENANCE AGREEMENT

This Agreement (the "Agreement") is entered into the day of
("Effective Date") by and between the Board of Education, a political subdivision of the
State of Connecticut (the "Board of Education") and corporation content at, (the "Contractor").
located at,,(the " <u>Contractor</u> ").
WHEREAS, the Board of Education has issued an Invitation for Bid (the "IFB") f the Board of Education to be performed at various locations in Avo
Connecticut (the "Premises"); and
WHEREAS, the services to be performed by the Contractor are set forth in the IFB (the "Work"); and
WHEREAS, Contractor submitted its Bid to the Board of Education on f the Work in accordance with the requirements and specifications of the IFB; and
WHEREAS, the Board of Education has selected Contractor and the Board of Education and the Contractor desire to enter into a formal Agreement for the performance of the Work;
THEREFORE, in consideration of the recitals set forth above and the mutual promises the parties below, the parties agree as follows:
1. <u>General.</u> The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 9 below. The Contract Documents represent the entire an integrated agreement between the Board of Education and the Contractor and supersede all princepotiations, representations or agreements, whether written or oral.
2. <u>Duties.</u> Contractor shall perform the Work described in the Contract Documents exce for any work that is specifically prescribed in the Contract Documents to be the responsibility another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities supplies, transport, and any other things necessary to carry out the terms of the Contra Documents.

- 3. <u>Permits and Standards.</u> Contractor shall, at its own expense, obtain all required permits and agreements from the Board of Education, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
- 4. <u>Compliance with Laws.</u> Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.

- 5. <u>Term.</u> The term of this Agreement shall commence on July 1, 2014 and be in effect until June 30, 2015. Work to be performed at the prices stated in the Bid Form. The Contractor shall not start the Work prior to having received a notification to proceed from the Board of Education.
- 6. <u>Payment</u>. The Board of Education will pay the Contractor for work completed based upon the unit prices specified on the Bid Form.
- 7. <u>Insurance.</u> The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 10 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Board of Education as additional insured prior to the start of the work.
- 8. <u>Liability.</u> The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Board of Education against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.
- 9. <u>Contract Documents.</u> The Contract Documents include, without limitation, the following:
 - (i) The Agreement;
 - (ii) The IFB, including the General Specifications;
 - (iii) Addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
 - (iv) The Vendor's Bid Submission.
- 10. <u>Hold Harmless.</u> The Contractor agrees to indemnify and save harmless the Board of Education, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Board of Education, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.
- 11. <u>No Assignment.</u> The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Board of Education.

- 12. <u>Termination.</u> If the Contractor fails to perform this Agreement in accordance with its terms, the Board of Education shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Board of Education, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Board of Education in terminating the Agreement and securing a new contractor.
- 13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Board of Education's place of business. The Contractor agrees to hold harmless and indemnify the Board of Education in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Board of Education harmless against any claims brought against the Contractor or the Board of Education as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.
- 14. <u>Change Orders, Price Modifications, and Other Amendments.</u> The Board of Education shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Board of Education. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Board of Education. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.
- 15. <u>Connecticut Law and Courts.</u> This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.
- 16. <u>Execution</u>. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

THE BOARD OF EDUCATION

$\mathbf{B}\mathbf{y}$	
-	John H. Spang, Jr.
	Assistant Superintendent for Finance & Operations
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