

TOWN OF WESTBROOK  
REQUEST FOR PROPOSAL  
GROUNDS AND FIELDS MAINTENANCE  
NOVEMBER 26, 2018

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**TOWN OF WESTBROOK, CONNECTICUT  
REQUEST FOR PROPOSALS**

**GROUNDS AND FIELDS MAINTENANCE  
November 28, 2018**

**The Town of Westbrook will receive sealed bids for grounds and fields maintenance until 12 PM on December 17, 2018. At that time proposals will be opened in public and read aloud.**

**The documents comprising the Request for Proposals may be obtained from John Riggio, Director of Public Works, 185 Horse Hill Road, Westbrook, CT during the hours of 7:30 AM - 3:00 PM Monday through Friday or on the Town's website, [www.westbrookct.us](http://www.westbrookct.us), under "Bid Opportunities" or the Board of Education website [www.westbrookctschools.org](http://www.westbrookctschools.org), under "Requests for Proposal".**

**The Town of Westbrook reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.**

**TOWN OF WESTBROOK, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR  
GROUNDS AND FIELDS MAINTENANCE**

**Proposal Number: DPW-19-01**  
**Proposal Opening Date: December 17, 2018**  
**Proposal Opening Time: 12 PM**  
**Proposal Opening Place: Westbrook Town Hall, Multi-Media Room**

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The Town of Westbrook is seeking proposals for the maintenance of grounds and athletic fields.

One (1) original and (1) copy of sealed written proposals must be received in the Westbrook Town Hall, First Selectman's Office, 866 Boston Post Road, Westbrook, CT 06498 by the date and time noted above. The Town requests that a PDF copy of the proposal be also submitted on a thumb drive. The Town of Westbrook (the "Town") will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained from John Riggio, Director of Public Works, 185 Horse Hill Road, Westbrook, CT during the hours of 7:30 AM - 3:00 PM Monday through Friday or on the Town's website, [www.westbrookct.us](http://www.westbrookct.us), under "Bid Opportunities" at the bottom of the home page, or the Board of Education website [www.westbrookctschools.org](http://www.westbrookctschools.org), under "Requests for Proposal". Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Specifications
- Pertinent Pesticide Statutes and Regulations  
for Municipal and Private Schools and Child Day Care Facilities
- Insurance Requirements
- Proposal Form

**Proposer's Legal Status Disclosure**  
**Proposer's Certification Concerning Equal Employment Opportunities and  
Affirmative Action Policy**  
**Proposer's Non-Collusion Affidavit**  
**Proposer's References**  
**Addenda, if any**

**TOWN OF WESTBROOK, CONNECTICUT  
GROUNDS AND FIELDS MAINTENANCE**

**SECTION A: INSTRUCTIONS TO PROPOSERS**

**1. INTRODUCTION**

The Town of Westbrook (the "Town") is soliciting proposals for Fields Maintenance as set forth in Section B of this RFP, and the Westbrook Board of Education is soliciting proposals for Lawn and Grounds Maintenance at Westbrook High School, Middle School, and Daisy Ingraham School as set forth in Section C of this RFP. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.

For all purposes herein, the word "TOWN" shall be deemed to include the Town of Westbrook, acting through its Board of Selectmen, **and** the Westbrook Board of Education, acting through said Board.

The Board of Selectmen shall be the awarding body for the Contract for the work set forth in Section B, and the Board of Education shall be the awarding body for the Contract for the work set forth in Section C.

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

**2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT**

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, [www.westbrookct.us](http://www.westbrookct.us). Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the

Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

### **3. KEY DATES**

Pre-Proposal Conference or Site Visit: There will be mandatory walkthrough of all locations on December 5, 2018, beginning at 10:00 AM, proceeding from 1163 Boston Post Road, Westbrook

Proposal Opening: December 17, 2018

Interviews of one or more proposers (if deemed necessary).

Preliminary Notice of Award: January 9, 2019

Contract Execution: January 24, 2019 – with contract effective March 1, 2019 through December 20, 2020.

### **4. OBTAINING THE RFP**

All documents that are a part of this RFP may be obtained from John Riggio, Director of Public Works, 185 Horse Hill Road, Westbrook, CT during the hours of 7:30 AM - 3:00 PM Monday through Friday or on the Town's website, [www.westbrookct.us](http://www.westbrookct.us), under "Bid Opportunities" or the Board of Education website [www.westbrookctschools.org](http://www.westbrookctschools.org), under "Requests for Proposal".

### **5. PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Westbrook Town Hall, First Selectman's Office 866 Boston Post Road, Westbrook, CT 06498, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks before the opening date and time but not received in the First Selectman's Office do NOT satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will NOT accept late proposals.

One (1) original and (1) copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "PROPOSAL DOCUMENTS," and the Proposal Title, Proposal Number and Proposal Opening Date. The Town requests that a PDF copy of the proposal be also submitted on a thumb drive. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens



in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

## **6. QUESTIONS AND AMENDMENTS**

Questions concerning this RFP, if related to section B are to be submitted in writing (including by e-mail or fax) and directed only to:

Name: John Riggio  
Title: Director of Public Works  
Department: Public Works  
E-mail: jriggio@westbrookct.us  
Fax: 860.664.5094

Questions concerning this RFP, if related to section B are to be submitted in writing (including by e-mail or fax) and directed only to:

Name: Lesley Wysocki  
Title: Business Manager  
Department: Board of Education  
E-mail: lwysocki@westbrookctschools.org  
Fax: 860.399.8817

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in

disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, [www.westbrookct.us](http://www.westbrookct.us). Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda. Failure to submit a response that does not address any changes or addenda may result in disqualification of a proposal submission.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

## **7. ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

## **8. COSTS FOR PREPARING PROPOSAL**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

## **9. OWNERSHIP OF PROPOSALS**

All proposals submitted become the Town's property and will not be returned to proposers.

## **10. FREEDOM OF INFORMATION ACT**

All information submitted in a proposal 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 proposer's responses may contain financial, trade secret or other data

that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer 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.

## **11. REQUIRED DISCLOSURES**

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

## **12. REFERENCES**

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

## **13. LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form included in this RFP.

## **14. AWARD & AUTHORITY**

The requested services shall be awarded to the bidder whose proposal is deemed to provide the services desired, taking into account the requirements, terms and conditions contained in the

request, responsiveness of bid, and the criteria for evaluating proposals. That decision rests solely with the Board of Selectmen as to Section B – Fields Maintenance, and with the Board of Education as to Section C – Lawn and Grounds Maintenance. The Town reserves the right to award the contract for the work in Section B and the contract for the work in Section C to two different contractors. The First Selectman will issue notification of award(s) in writing.

## **15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

## **16. WORK REGULATIONS AND STANDARDS**

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal, State and Local regulations. All services shall also conform to the latest OSHA standards and/or regulations.

## **17. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6002123. The Board of Education is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6001683.

## **18. INSURANCE**

CONTRACTOR shall, at its own expense, provide and keep in force:

18a. Workers' Compensation insurance in the required amount, and Employers' Liability insurance in the following amounts:

Bodily injury by accident-	\$100,000 each accident
Bodily injury by disease-	\$500,000 each accident and,
Bodily injury by disease-	\$100,000 each employee

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.

18b. During the term of the contract, CONTRACTOR shall provide General Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, pollution, blanket contractual and personal injury. The required limits of liability are:

\$2,000,000- General Aggregate
\$2,000,000- Product-Completed Operations Aggregate
\$1,000,000- Personal and Advertising Injury
\$1,000,000- Each Occurrence
\$ 50,000- Fire Damage/Fire
\$ 5,000- Medical Expense/Person

18c. Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

18d. Insurance Certification: An Insurance certificate shall be required to be filed with the TOWN, certifying coverage and limits of insurance required above.

"The TOWN to be named as Additional Insured on the Insurance coverage named herein (except for Worker's Compensation) for the claims arising out of the COMPANY'S performance of the contract herein".

18e. Defense of TOWN: All insurance companies shall have the duty to defend the TOWN against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.

## **19. TERM OF CONTRACT**

This contract shall begin effective March 1, 2019 and end on December 31, 2020. The Town may renew this contract for an additional year at the price stated in the bid response form by giving the contractor at least thirty (30) days written notice.

The Town requires firmed fixed prices for a period of one (1) year following bid opening and nothing elsewhere in this bid shall abrogate this firm period.

## **20. PERFORMANCE, TERMINATION AND CANCELLATION**

The type of service requested is essential for the day-to-day operations of Town facilities and, therefore, **time is of the essence**. The contractor shall perform this service consistent with good professional practice and in accordance with the standards and specifications set forth herein. In the event of unacceptable performance, the Town may terminate any contract award. The Town reserves the right to cancel this contract, at any time, with thirty (30) days prior written notice to the contractor should any of the following conditions exist: (1) funds are not appropriated by the Town for the continuance of this agreement, (2) the Town, through changes in its requirements, method of operation, or program operation no longer has a need for this service.

## **21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The Town reserves the right to award the contract for the work in Section B and the contract for the work in Section C to two different contractors.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to

further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Town will post the Preliminary Notice of Award and related information on its website, [www.westbrookct.us](http://www.westbrookct.us), under "Bid Opportunities" or the Board of Education website [www.westbrookctschools.org](http://www.westbrookctschools.org), under "Requests for Proposal".

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

### **21a. QUALIFICATIONS:**

Contractor required to have a minimum of five (5) years practical experience in the care and maintenance of a Middle and High School based multi-location athletic field complex, located within U.S.D.A. designated hardiness zones five (5) through seven (7), with applicable references for same to be listed in Exhibit D. Contractor shall possess superior expertise in the specific methods utilized in the ongoing maintenance and repair of safe and aesthetic playing grounds and fields.

The Contractor:

Must have the ability to access in a timely manner all materials and equipment to accomplish all outlined maintenance objectives.

Must be able to effectively communicate with various Town officials and coordinate duties with scheduling of events at all locations. Contractor shall be available at all times by telephone. Work duties may need to be performed outside normal working hours (i.e. early or late hours, and weekends). Contractor shall not subcontract any portion of the contract without the approval of the Director of Public Works.

Must be familiar with, and conform to, Pertinent Pesticide Statutes and Regulations for Municipal and Private Schools and Child Day Care Facilities (Revised to July, 2015) and included with this RFP.

Must be registered with the State of Connecticut as a Commercial Pesticide Application Business and shall therefore have a registered B # as required by state law.

Must be licensed by the State Department of Environmental Protection as a Supervisory Commercial Pesticide Applicator as required by state law. This license necessitates passing an intensive examination in identifying, diagnosing and treating diseases and pests affecting turf grass and shrubs. All pesticide or herbicide applications in Connecticut must be made by licensed applicators.

Must demonstrate a practical knowledge of horticulture and plant health care.

Must maintain a detailed record of all services performed and exact times spent by all personnel at each location

It is preferred that contractor place of business is within 30 miles of Westbrook.

## **22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP.

Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

## **23. COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form 1-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form 1-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which



obligations shall survive the termination or expiration of the Contract.

## **24. NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

## **25. CONTRACT TERMS**

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers).

### **25a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or

hold harmless the successful proposer.

**25b. ADVERTISING**

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

**25c. W-9 FORM**

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

**25d. PAYMENTS**

Payments shall be made in ten (10) equal installments, March through December upon receipt of invoice, and as approved by appropriate representative.

**25e. TOWN INSPECTION OF WORK**

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

**25f. REJECTED WORK OR MATERIALS**

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

**25g. LICENSES AND PERMITS**

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

**25h. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP**

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

**25i. AMENDMENTS**

The Contract may not be altered or amended except by the written agreement of both parties.

**25j. ENTIRE AGREEMENT**

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

**25k. VALIDITY**

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

**25l. CONNECTICUT LAW AND COURTS**

The Contract 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 Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

**25m. NON-EMPLOYMENT RELATIONSHIP**

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers

compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

**TOWN OF WESTBROOK, CONNECTICUT  
FIELDS MAINTENANCE**

**SECTION B: SPECIFICATIONS FOR FIELDS MAINTENANCE**

**LOCATIONS:**

Wren Park, Ted Lane Field, athletic field behind Daisy Ingraham Elementary School, Athletic Complex at Middle School/High School (MS/HS) campus.

**CONTRACT TERM:**

March 1, 2019 – December 31, 2020

**CONTRACTOR DUTIES:** (inclusive of, but not limited to, and defined as follows)

**1. GENERAL DAILY ACTIVITY:**

Contractor shall monitor all areas, with particular attention to athletic fields, to maintain integrity and aesthetics. He/she shall promptly communicate problems and/or areas of deterioration to Town officials to discuss and implement remedies. Contractor shall keep all locations clean and neat in appearance at all times.

**2. MOWING, STRING TRIMMING AND LITTER REMOVAL:**

Mow all fields as needed, but at a minimum average of twice per week. All fields shall be maintained in excellent condition for sporting events, practices and aesthetics. Contractor shall review all field activity schedules, and prepare fields as warranted. Excessive rainfall shall also be accommodated. All clippings shall be removed from fields. Litter shall be removed prior to mowing.

Common areas surrounding the fields shall be mowed at least weekly, and shall at all times be kept neat and orderly. **Caution must be exercised when cutting irrigated fields so as not to damage irrigation systems (i.e. heads, etc.).**

Specifically:

Wren Park – all areas inside and outside the fence surrounding the athletic

field.

Daisy Ingraham Elementary School – all areas inside the fence surrounding the athletic field.

Ted Lane Field – all areas inside and outside the fence surrounding the athletic field.

High School/Middle School campus – all areas surrounding the athletic fields, including the main entrance on McVeagh Road, all grass areas along roadways, all grass areas outside the baseball and softball fields and around the track (including up to the pathway dividing the High School/Middle School from the athletic fields), and all grassy areas around the tennis courts.

Area around the water monitoring station next to McVeagh Rd. entrance.

In addition to mowing common areas, contractor shall string trim all fence lines, swales, and around all buildings and other structures that the mower can't reach on a regular basis. All goals **must be moved weekly** for mowing and **shall be moved by hand, not pushed with mowers.**

**Special note:** The hill on along the western side of the two softball fields (HS/MS campus) must also be maintained and kept neat in appearance.

### **3. BRUSH CLEARING:**

All listed locations shall be kept clear of excessive brushy growth, including vines, brambles and saplings. Approximately once per month, or as needed during the growing season, the contractor shall cut brush in the following areas:

Inside the fence around the field at Daisy Ingraham Elementary School

Along all roadways, outside guard rails, and along the road side of the chain link fences at the Middle School/Transfer Station entrance and at the High School complex where the brush may encroach on the fences.

**4. TRASH REMOVAL/MANAGEMENT:**

Prior to any mowing, contractor shall police work area and remove all litter, i.e. paper, bottles and any unsightly debris. Contractor will be sure all trash receptacles (10 commercial rolling barrels) are in proper placement for weekly collection by trash hauler at Middle School/High School complex. Contractor shall provide commercial grade barrels in each of the eight dugouts at the MS/HS campus and empty those on a regular basis into the Town’s rolling barrels for pick up. Commercial grade barrels shall also be provided at the soccer fields and field hockey fields between the benches and emptied weekly into the Town’s rolling barrels for pick up. Dugouts shall be swept, and kept neat at all times. Tennis courts shall be cleaned up on a weekly basis.

**5. LINING AND MEASURING FIELD DIMENSIONS:**

Contractor shall measure, lay out and set up all athletic fields prior to each season in accordance with the “Designated Standard Rules of Play”, as they apply to each sport. Contractor is responsible, with assistance from the Director of Athletics, to ensure that field dimensions are accurate, and correspond to all state and local sports organization standards and rules of play at the HS/MS Complex. Contractor shall line all athletic fields for both practices and games with both paint and marking lime as appropriate (an average of twice per week). Contractor shall make every effort to accommodate changes to the schedule, especially at short notice, due to weather and other scheduling difficulties, and may additionally be required to add or remove field configurations at the discretion of the Director of Athletics and/or the Parks and Recreation Director. Contractor is responsible to provide all paint and lining materials, and is required to utilize high quality, commercial, athletic field paint which will not damage turf. See Schedule 1 – Lining (Sample).

**6. FIELD DRAGGING:**

Baseball and softball infields and baselines shall be regularly dragged with appropriate equipment, and manually when needed, to maintain aesthetic appearance and integrity of the fields. Special attention shall be paid to ensure that no “lip” forms on turf areas where outfield meets infield. Base paths and infield/outfield turf area lines shall be preserved by cutting the edge with a power edger or sod cutter periodically. See Schedule 2 – Field Dragging (sample).

Contractor shall add clay provided by the Town to low areas prior to the beginning of the season and as needed during the season to maintain a level playing surface at the MS/HS campus and Daisy Ingraham Elementary infields, including the pitchers’

mounds and home plate areas. Contractor will be responsible to move, spread, grade and finish rake the infields, baselines and mounds. Contractor shall be responsible to place and remove Town-supplied tarps on pitchers' mounds and home plate areas as needed to protect the clay during inclement weather.

## **7. MAINTENANCE AND ORGANIZATION OF FIELD EQUIPMENT:**

The contractor shall transport, install, clean and repair all equipment related to athletic activities on the field. This includes, but is not limited to, batting cages, soccer goals, field hockey goals, player's benches, portable bleachers, tennis nets, shot put nets, discus nets, etc. Responsibilities include moving equipment at the discretion of Town officials, and may require assembly and placement of new equipment and/or removal of old or damaged equipment. The contractor is responsible to supply wire ties, duct tape, soccer and field hockey net clips, and other items as may be necessary. See Schedule 3 – Field Equipment Maintenance/Organization (Sample).

## **8. SPRING AND FALL CLEAN-UPS:**

Twice per year, contractor shall conduct focused clean-up of all locations including, but not limited to, removal of leaves, brush, branches, twigs and litter. Specific attention shall be paid to:

- Wren Park – clean area around shed and all grassy areas including field and playground.
- Daisy Ingraham Elementary – clean area around shed and all grassy areas inside fence not including the playground.
- Ted Lane Field – clean all areas inside and outside the fence including dugouts and under the bleachers. Do not clean the area outside the fence under the power lines.
- MS/HS Campus: clean all areas of the complex up to the sidewalk dividing the school from the athletic fields. This includes the dugouts, areas around the two storage sheds, goal storage area, inside and outside the tennis courts, inside and outside the track, and along all roads, guard rails and fences in the complex.
- All refuse shall be disposed of at the Transfer Station, located on McVeagh Road adjacent to the MS/HS Campus.



**9. FERTILIZATION, LIMING, WEED & INSECT CONTROL:**

**HIGH SCHOOL FIELDS #2, #5, #7 & WREN AND TED LANE FIELDS (AREA 1), MIDDLE SCHOOL FIELDS #1, #3, #4, #6 & DAISY INGRAHAM ELEMENTARY (AREA 2)**

Soil samples shall be taken regularly for each field, and tested by a reputable testing facility, to determine nutrient levels and specific lime requirements for each field. A sound fertilization and liming program shall be initiated to remedy deficiencies determined by the soil samples to maintain the fields at optimal levels. Fertilization should be applied at least four times per year, and liming as often as necessary to maintain preferred pH levels. Special monitoring of the soccer and field hockey fields in the fall is required, and an additional fertilization may be necessary at that time. Prior to the application of any fertilizer materials, one week notification and appointment must be made with the Director of Athletics.

**Care shall be exercised to ensure that there is no run-off pesticide and/or fertilizer contamination of wetlands.** (Areas 1 & 2)

An Integrated Pest Management Plan (IPM) shall be developed in accordance with State and Federal guidelines as they pertain to treatment of educational facilities, including proper licensure, record-keeping and posting requirements. (Area 1)

Contractor shall be responsible for determining pre- and post-emergent crabgrass control, and for implementing appropriate measures. (Area 1)

Spot spraying for broadleaf weeds shall be conducted as necessary, and as determined by the contractor. (Area 1)

A scouting program shall be implemented, and conducted once each in the spring and fall by the contractor to determine damage by surface insects (i.e. chinch bugs, billbugs). Spot treatments shall be applied at the contractor's discretion and around seasonal field usage. (Area 1)

The contractor shall scout the fields in late summer for grub damage and treat as necessary. (Area 1)

Manual options and alternative treatments for weed, insect and pest control shall be developed by contractor and implemented in Area 2 to maintain playability and aesthetics. This may include, but is not limited to, hand weeding, permitted organic pesticides such as acetic acid, and total removal of larger affected turf areas with re-sodding.

## **10. AERATION, SEEDING AND SODDING:**

All fields shall be core aerated at least twice per year – once in the spring before the sports season begins, and once in the fall after the sports season ends.

Fields shall be surveyed spring and fall to determine seeding requirements. Whenever seeding is required, a mix of at least 50% Bluegrass shall be used on all playing field areas.

Sodding of all severe wear areas such as, but not limited to, goal mouths, lips and front of pitchers mounds, and home plate areas shall be performed at the end of scheduled play annually. Sod installation must be seamed to the surrounding turf with no discernable tactile or visual grade changes. In the event an area of field is severely damaged, and needed immediately for play, Bluegrass sod will be utilized in the damaged areas. The Director of Athletics and/or the Park & Recreation Director shall be notified in any instance where the damaged area exceeds 500 SF for appropriate action.

## **11. CLAY MAINTENANCE AND GROOMING:**

MS/HS Complex Baseball and Softball field areas shall be maintained utilizing only DuraEdge Classic Infield Mix and Pitcher's Mound Clay. Infields shall be groomed for all scheduled games and practices. Water removal methods must not result in the formation of lips or the creation of grade irregularities that may affect proper drainage. The uses of approved drying agents are permitted to aid in gaining maximum playability on the fields, however all minor amounts of the material must be nail dragged/tilled and fully incorporated into the main body of the infield. When extreme measures are needed to prepare a field for play, any concentrated amounts of drying agent remaining must be removed and replaced with appropriate clay product for the specific field and area within. The raking of displaced clay material into depressions must precede the addition of more clay. All clay/grass perimeters must be raked or blown back weekly to avoid buildup from grooming and drag matting. All clay areas will be scarified daily even during rest and shutdown periods to prevent weed establishment.

## **12. IRRIGATION SYSTEMS:**

The contractor is responsible to familiarize him/herself with control and management of the irrigation systems at all locations, including setting the system controllers depending on sporting events and weather considerations. The Town shall mark all irrigation heads. The contractor will monitor all systems for proper water usage, determined by each field's needs. The contractor shall perform minor repairs, i.e. freeing stuck heads, and shall refer and report any other maintenance needed to the Director of Public Works.

## **13. COORDINATION OF WORK WITH TOWN OFFICIALS/FIELD USERS:**

Contractor shall be provided with contact information for the Director of Public Works, the Director of Athletics, and the Parks and Recreation Director for all sports to be played at all fields. He/she will be furnished the Town's athletic schedule, and will take such into account when planning field maintenance (seeding, aeration, fertilization, etc.). **Contractor shall communicate with any of the foregoing persons in the order listed** to ensure that all fields are in good condition and able to be used when needed.

## **14. NOTIFICATION AND RECORDKEEPING:**

Postings, notifications and recordkeeping shall be in accordance with "Pertinent Pesticide Statutes and Regulations for Municipal and Private Schools and Day Care Facilities" (Revised to July, 2015) and provided with this RFP. Copies of the foregoing shall be provided electronically to the Town.

## **15. MISCELLANEOUS:**

Contractor shall ensure that the work area(s) are left neat and clean at the end of the workday (i.e. remove all clippings, etc. and equipment).

**TOWN OF WESTBROOK, CONNECTICUT  
FIELDS MAINTENANCE**

**SCHEDULE 1 – LINING (SAMPLE)**

Wren Park –

Spring soccer – large field in white and 2 small (U10) fields in blue  
summer soccer – large field in white  
Fall soccer – large in field white and 1 small (U10) field in blue

Daisy Ingraham Elementary School –

Spring soccer – large field in white as needed  
Spring Little League – paint foul lines, line batter’s boxes and base lines as needed for games.  
Fall soccer – large field in white

Ted Lane Field –

Spring – no lines  
Fall soccer – 3-5 small youth fields in white paint

MS/HS Campus –

Spring Field #1 – Track and field markings in white (discus and javelin)  
Spring softball – 2 fields’ foul lines, coaches’ boxes and batters’ circles in white; base paths and batters’ boxes with marking lime prior to every game  
Spring baseball – 2 fields’ foul lines, coaches’ boxes and batters’ circles in white; base paths and batters’ boxes with marking lime prior to every game  
Summer – as instructed  
Fall Field #1 – Middle School soccer in white  
Fall Field #2 – Varsity soccer in white (pink in October)  
Fall Field #3 – Middle School soccer in white; Youth Football in alternate color  
Fall Fields #4, #5, & #6 – Middle School soccer in white and 2 (U10) fields in blue  
Fall Fields # 7, #8, #9 & #10 – Varsity field hockey in white (pink in October) and Middle School field hockey in white

**TOWN OF WESTBROOK, CONNECTICUT  
FIELDS MAINTENANCE**

**SCHEDULE 2 – FIELD DRAGGING (SAMPLE)**

MS/HS Campus –

Spring – baseball and softball dragged daily, including warning track and foul areas. Base paths shall be cleared of weeds/debris. The foregoing shall also apply to weekends if applicable, according to game schedule. Batting tunnels are to be kept clear of weeds and debris.

Spring – track and field jumping pits groomed regularly and on home meet days, add sand when requested/provided.

Summer – baseball and softball dragged and kept free of vegetation to preserve integrity and appearance

Fall – baseball and softball dragged and kept free of vegetation to preserve integrity and appearance. Batting tunnels are to be kept clear of weeds and debris.

Daisy Ingraham Elementary –

Spring – baseball and softball dragged according to game schedule, and as needed to remain free of vegetation to preserve integrity and appearance

Summer – baseball and softball dragged to remain free of vegetation to preserve integrity and appearance

Fall – baseball and softball dragged to remain free of vegetation to preserve integrity and appearance

Ted Lane Field –

Spring – assist Little League coaches as needed and on request with dragging duties

**TOWN OF WESTBROOK, CONNECTICUT  
FIELDS MAINTENANCE**

**SCHEDULE 3 – FIELD EQUIPMENT MAINTENANCE/ORGANIZATION (SAMPLE)**

Wren Park –

Spring – install 2 large soccer goals, with nets. Install 4 small soccer goals, with nets.

Summer – move small goals off field. Prep nets on 2 large soccer goals for summer play.

Fall – re-install 2 small goals, with nets.

End of season – remove all nets and store in plastic bags in shed on site.

Move and store all goals

Daisy Ingraham Elementary –

Spring – install soccer nets; maintain throughout season

Summer – maintain soccer nets

Fall – maintain soccer nets. Remove nets at end of season; store in plastic bags in shed on site

Ted Lane Field –

Spring – no equipment (Little League responsibility)

Summer – no equipment

Fall – miscellaneous small goals. Install nets and maintain for season.

Remove nets and store in plastic bags on site at end of fall season.

MS/HS Campus –

Spring:

Tennis – install tennis nets on courts. Blow off rain puddles for practice and matches as requested by Director of Athletics. Ensure courts are dry and clear on match day; check net heights. Check crank systems weekly and on home match days.

Baseball/Softball - Install 2 sets of softball bases with mounds and plates, and 2 sets of baseball bases with mounds and plates. Install backstop windscreens at softball and baseball fields. Install portable outfield fences if provided and remove and store at the conclusion of the season. Install batting cages and maintain throughout season; remove at conclusion of Fall Ball.

Track & Field – Erect discus net at throwing cage. Set team benches and

scorer's table. At end of season, break down discus net and store in track shed, cover jumping sand pits with covers provide.

Summer – maintain batting cages

Fall:

Soccer – construct and install 8 large soccer goal nets and place goals on appropriate fields, with proper weight systems [Fields #1, #2, #3 (nets only), #4, #5]. Install nets and goals on (2) U10 fields on varsity softball field.

Field Hockey – Construct, place goals and install nets on 4 field hockey goals and place goals on appropriate fields #9 & #10). Maintain frames, boards and nets weekly and inspect for game days, throughout season.

End of season - Remove and store all benches, goals and nets (including batting cages and windscreens), label, and store in plastic bags in shed on site.

Remove all field hockey and soccer goals from fields and store in designated area on site.

## **END OF SPECIFICATIONS – FIELD MAINTENANCE**

## **SECTION C: SPECIFICATIONS FOR LAWN AND GROUNDS MAINTENANCE**

### **WESTBROOK HIGH SCHOOL, MIDDLE SCHOOL AND DAISY INGRAHAM SCHOOL**

- A high level of expertise, communication and cooperation are essential to successful maintenance of the extensive grounds around the 3 Westbrook school sites covered by this contract.
- The contractor will coordinate his work as needed with a variety of school personnel including but not limited to: The School Superintendent, the Director of Public Works, the Athletic Director, School Principals, School office staff, Facilities Manager and custodial staff and volunteer organizations .
- Contractor shall be available by telephone during working hours.
- It is understood that carrying out the terms of this contract may require crews to work early in the morning, late at night and on weekends to accommodate school schedules.

#### **1. DESCRIPTION OF WORK:**

LAWN & GROUNDS MAINTENANCE AT WESTBROOK SCHOOLS TO INCLUDE THE FOLLOWING SERVICES:

##### **MOWING/TRIMMING AND TRASH REMOVAL**

NOTE: No athletic fields are part of this Section C.

All grassy areas will be mowed around each school as needed to keep the grounds looking neat and tidy at all times. Parking areas and islands are included. Regular mowing service includes: cutting all lawn areas, trimming around shrubs and obstacles, clearing clippings from walks and drives and removing any trash on lawns prior to mowing. Mowing will be done in a careful manner to eliminate damage to trees, buildings, and other outside installations. String- trimming will be accomplished to preserve a neat appearance of the landscape.

\*\*\*The fully enclosed Courtyard in the High School will be mowed on a special schedule to avoid school activities. Power equipment and mowers cannot be operated inside the building and must therefore be hand propelled through the school hallways for courtyard access. Timing and access will be coordinated with custodial staff after school hours.



## **2. WORK SCHEDULE:**

### **GENERAL TIMING-**

NO MOWING OR POWER EQUIPMENT MAY BE OPERATED DURING SCHOOL HOURS OR WHEN BUSES ARE ARRIVING OR DEPARTING DUE TO NOISE AND SAFETY CONCERNS.

Hours where no power equipment applies are approximated as follows: Daisy Ingraham 8.00-3.30, Middle School 7.15-3.00 and High School 7.15-3.00

All work will be done to minimize disruption and noise and based around school schedules and also take account of athletic activities and other special events. The contractor is expected to complete work if necessary, at the weekends and on holidays.

Work will be planned so that the landscape is left neat and clean at the end of the work day. Accumulations of grass clippings and other material will be removed from grounds and sidewalks at the end of the workday, when school is in attendance.

Close communication with school administrators and custodial staff is an essential part of this contract so that grounds care coincides with special events and other public use of the school facilities. Particular attention will be paid to making sure the grounds look their best before the new school year begins at the end of the summer.

## **3. PESTICIDES AND LICENSING:**

The contractor shall have in place an Integrated Pest Management (IPM) program in accordance with state law. The contractor shall be familiar with the concepts and requirements of IPM in a school setting. The contractor shall be Licensed as a Supervisory Pesticide Applicator as required by the Dept of Environmental Protection and State law. Posting notices shall be placed in accordance with state law. The contractor shall be insured to apply all such chemicals.

The contractor shall be responsible for documenting all pesticide usage including dates and products used and shall provide this information in writing to the Superintendent of Schools annually as required by State law.

## **4. WEEDING BEDS AND CURBS:**

**AT THE HIGH SCHOOL:** Weeding of all areas including the mulched beds, foundation

beds, parking areas, playgrounds, curbs and cracks around buildings shall be accomplished on a regular basis to maintain a neat appearance of these areas. Weed control will be accomplished with a mixture of hand pulling and chemical applications of pre-emergent and post emergent weed control. Herbicides will be used as appropriate and kept to a minimum to preserve a reasonable appearance around the buildings.

**AT THE MIDDLE SCHOOL AND DAISY INGRAHAM:** Connecticut has passed legislation banning the use of **ALL** pesticides **after July 1st 2010** in schools up to and including Grade 8. This includes a complete ban on herbicides such as Round Up for weed control and also other pre-emergent herbicides used to prevent weeds and undesirable vegetation germinating in beds and cracks around buildings. The contractor will be unable to use any chemical control for weeds of any kind, including poison ivy, crabgrass, dandelions, chickweed and clover after this date.

The contractor will continue to aggressively hand weed and use other methods to prevent weeds such as mulching and string trimming and will also continue to investigate other weed control options. Options and strategies should be regularly discussed with the Superintendent of Schools.

#### **5. EDGING BEDS AND SIDEWALKS:**

Mulched and landscaped areas and foundation beds will be edged as appropriate. Sidewalks will also be edged as necessary to prevent grass encroaching on pathways.

#### **6. PRUNING SHRUBS, SMALL TREES, PERENNIALS AND GRASSES:**

All shrubs and ornamental plantings including small trees will be pruned, trimmed, and shaped as needed during the year dependent on species and appropriateness of plant reduction. Perennials and grasses will be cared for and maintained.

The Westbrook High School and Middle School newer landscaping (2005) includes more than 1000 Grasses, 500 perennials, 50 shrubs and 30 small ornamental trees planted in the beds and lawns. Trimming and pruning shall be done by hand as much as possible to avoid bushes becoming boxlike or unnatural looking. This applies to the winterberry and the lilac in particular. Grasses must be cut back in March, to a height of about 6-8 inches and all old foliage removed. Grasses encroaching on sidewalks and roads are to be further cut back in the summer. The repeat blooming daylilies shall be cut back after blooming in the summer to 3-4 inches and again after fall blooming as the fall clean-up is being done.

All other plants will be cared for as appropriate, perennials will be monitored, and dead annual plants and large weeds will be removed. Suckers shall be removed from ornamental trees and trees will be pruned up to enable clear visibility for traffic and students. Dead shrubs or ornamental trees will be removed.

The landscape plantings are a valuable asset to the Board and the Town and therefore the contractor will monitor the general health and condition of the ornamental landscaped plants and take appropriate action to maintain their health and appearance. The contractor shall have experience and training in caring for a variety of plant material in a large-scale setting and shall carry all appropriate State licenses, for example a State Supervisory Pesticide License to identify and treat ornamental pests and a CT State Arborists license to prune small trees.

**NOTE- DAISY INGRAHAM SCHOOL BEDS:** In the past Volunteer Parents have maintained the ornamental plantings and flowers and grasses that were installed by the parents outside to the left and right of the main entrance. The contractor shall continue to work with these groups but will assume primary responsibility for these beds TO INCLUDE MULCHING, TRIMMING AND SOME HAND WEEDING. Grasses to be cut down in March and perennials kept trimmed and tidy.

## **7. MULCHING LANDSCAPED AREAS, INCLUDING ORNAMENTAL BEDS, FOUNDATION BEDS AND SMALL TREES:**

**THE TOTAL AMOUNT OF MULCH TO BE APPLIED SHALL BE NOT LESS THAN 50 YARDS FOR ALL SCHOOLS**

All areas at all schools will be mulched as needed once a year. Mulching should be done primarily at the end of the summer in preparation for the re-opening of school. However, some mulching in the front of the High school and at Daisy Ingraham is required prior to graduation to ensure the grounds look neat at that time of year. Beds around the buildings and in the common areas and islands as well as isolated tree beds will be mulched as appropriate to minimize damage to trunks and to protect their root systems.

Mulching is essential to keep plants from drying out in summer and freezing in winter. It also helps with weed control and stops soil erosion. Hardwood mulch of a good quality shall be used.

## **8. FALL, SPRING and ONGOING SEASONAL CLEAN UPS**

In the fall and spring, leaves, sticks and debris will be removed from lawns, beds,

roads, entrances, doorways and parking areas.

Clean ups will always be completed as soon as possible bearing in mind seasonal conditions. Leaves will be cleaned up on a continuing basis during the fall.

Clean ups will usually have to be done at the weekends or on holidays to avoid noise disturbance during class time and because the parking lots can only effectively be cleaned when empty of vehicles.

During the season the grounds will be kept clean of debris at all times, for example after rain and wind storms bring down twigs and leaves. Particular attention will be taken to keep grounds and parking areas clean for the opening of school in Sept.

HURRICANE OR OTHER UNUSUAL STORM CLEAN UP IS NOT INCLUDED IN THIS CONTRACT.

#### **9. WINTER SAND CLEAN UP OF PATHWAYS:**

The contractor shall clean off all sand and salt on paths and walkways and entrances in the Spring.

Please note that roads and parking areas are cleaned up by the town crews.

#### **10. PLAYGROUND SURFACE MAINTENANCE- DAISY INGRAHAM SCHOOL:**

Surfaces will be monitored regularly to maintain a level playing area where there is mulch. The mulch will be raked to prevent build up of high or low spots.

Inform administration when special mulch needs renewal. Assist town crew in raking and spreading mulch.

NOTE: Additional playground mulch is provided by the Board of Education. The town crew spreads it with their loaders.

#### **11. QUALIFICATIONS/ STATE LICENSES/ EQUIPMENT REQUIRED/ DOCUMENTATION:**

a. The contractor shall be registered with the State of Connecticut as a Commercial Pesticide Application Business and shall therefore have a registered B # as required by

state law.

b. The contractor shall be licensed by the State Department of Environmental Protection as a Supervisory Commercial Pesticide Applicator as required by state law. This license necessitates passing an intensive examination in identifying, diagnosing and treating diseases and pests affecting turf grass and shrubs. All pesticide or herbicide applications in Connecticut must be made by licensed applicators.

c. Any pruning of small trees shall be performed by a licensed State Arborist as required by state law. This license is required by the DEEP before any services are performed relating to the pruning or other care of trees.

d. Contractor must demonstrate a practical knowledge of horticulture and plant health care.

e. Equipment required: commercial mowing and trimming equipment, leaf clean up equipment such as bagging devices, vacuum and blowers.

f. Contractor will maintain a detailed record of all services performed and exact times spent by all personnel at each location.

## **END OF SPECIFICATIONS – GROUNDS MAINTENANCE**

**TOWN OF WESTBROOK, CONNECTICUT  
GROUNDS AND FIELDS MAINTENANCE**

**EXHIBIT A: PROPOSAL FOR GROUNDS AND FIELDS MAINTENANCE CONTRACT**

PROPOSER'S FULL LEGAL NAME:

\_\_\_\_\_

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the services proposed and upon the terms and conditions of the RFP as set forth in Section B (Fields Maintenance) for the sum of

\_\_\_\_\_ (write out in words)

\$ \_\_\_\_\_

To provide the services proposed and upon the terms and conditions of the RFP as set forth in Section C (Specifications for: Lawn and Grounds Maintenance at Westbrook High School, Middle School and Daisy Ingraham School) for the sum of

\_\_\_\_\_ (write out in words)

\$ \_\_\_\_\_

**Option pricing (Town's option to renew):**

Year three (3) for work set forth in Section B for the sum of

\_\_\_\_\_ (write out in words)

\$ \_\_\_\_\_.

**Option pricing (Town's option to renew):**

Year three (3) for work set forth in Section C for the sum of

\_\_\_\_\_ (write out in words)

\$ \_\_\_\_\_.

#### ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

#### REQUIRED DISCLOSURES

1. Exceptions to or Modifications or Clarifications of the RFP

\_\_\_\_\_ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

\_\_\_\_\_ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or

court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?



\_\_\_\_\_ Yes

\_\_\_\_\_ No

If "yes," attach a sheet fully describing each such matter.

**NOTE:** THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY \_\_\_\_\_

TITLE:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_ DATE: \_\_\_\_\_  
(SIGNATURE)

**END OF PROPOSAL FORM**

**TOWN OF WESTBROOK, CONNECTICUT  
GROUNDS AND FIELDS MAINTENANCE**

**EXHIBIT B: PROPOSER'S LEGAL STATUS DISCLOSURE:**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

---

President Secretary Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

**IF A LIMITED LIABILITY COMPANY:**

Proposer's Full Legal Name \_\_\_\_\_ Street Address

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_ Number of years engaged in business

\_ Names of Current Manager(s) and Member(s)

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Name & Title (if any) Residential Address (street only)

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Name & Title (if any) Residential Address (street only)

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Name & Title (if any) Residential Address (street only)

---

Name & Title (if any) Residential Address (street only)

---

Name & Title (if any) Residential Address (street only)



Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A PARTNERSHIP:**

Proposer's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

_____	_____
Name & Title (if any)	Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

if yes, state full street address (not P.O. Box)

---

Proposer's Full Legal Name (print)

---

Name and Title of Proposer's Authorized Representative

---

Proposer's Representative, Duly Authorized

---

(signature)

---

(date)

**END OF LEGAL STATUS DISCLOSURE FORM**

**TOWN OF WESTBROOK, CONNECTICUT  
GROUNDS AND FIELDS MAINTENANCE**

**EXHIBIT C: PROPOSER'S NON COLLUSION AFFIDAVIT:**

**PROPOSAL NUMBER: DPW-19-01**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with,  
any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Westbrook is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Westbrook to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
(signature)

Proposer's Representative, Duly Authorized

\_\_\_\_\_  
Name of Proposer's Authorized Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201X

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**TOWN OF WESTBROOK, CONNECTICUT  
GROUNDS AND FIELDS MAINTENANCE  
PROPOSAL DPW-19-01**

**EXHIBIT D: PROPOSER'S STATEMENT OF REFERENCES:**

Provide at least five (5) references:

1. BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT NAME/POSITION:

\_\_\_\_\_

2. BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT NAME/POSITION:

\_\_\_\_\_

3. BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT NAME/POSITION:

\_\_\_\_\_



4. BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT NAME/POSITION:  
\_\_\_\_\_

5. BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT NAME/POSITION:  
\_\_\_\_\_

**END OF STATEMENT OF REFERENCES**