

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

Town of Waterford  
Board of Selectmen  
**INVITATION TO BID**  
**MOWING AT MINER LANE LANDFILL**  
**Bid # 19-105**

The Purchasing Agent will receive sealed bids for Mowing of the Landfill located at 85 Miner Lane. Bids must be received by **10:30 am on Tuesday April 30, 2019** at the Purchasing Office, 15 Rope Ferry Road, Waterford, CT 06385. Bids must be submitted in a **sealed envelope and clearly marked bid title, bid number, time and date of bid opening**. Bids may be mailed or hand-delivered to the Finance Office, Town of Waterford, 15 Rope Ferry Road, Waterford, CT 06385, where they will be publicly opened in the Louise T. Appleby Room.

**There will be a mandatory Walk through of the property on April 16 at 10:00 am at 85 Miner Lane Waterford CT. 06385.**

Bid Packets are available at <http://www.waterfordct.org/depts/finance/purchasing.htm> as well as at the Finance Office. Potential bidders are responsible for checking this website for any addendums and updates regarding this Bid.

Any questions regarding specifications, policies and procedures are to be directed to the Purchasing Agent at [rdummett@waterfordct.org](mailto:rdummett@waterfordct.org)

**Rawle Dummett**  
**Purchasing Agent**

## **INTRODUCTION AND INFORMATION:**

It is the intent of this Invitation to Bid to establish a vendor to supply the Town of Waterford with **MOWING AT THE MINER LANE LANDFILL** for a three year period. The Miner Lane Landfill is made up of **18 Acres**.

The awarded Contractor will be responsible for Inspections of all sites including but not limited to open, flat and sloped areas, as well as around gas and tree lines, berms, rock-lined drainage ditches and drainage openings prior to mowing and hand cutting with trimmers.

The project would consist of the following:

2- 4 mowing sessions per season for three years

The first not before June 1 or later than July 1

The final not before October 1 or no later than November 15

**Mandatory Pre-Bid walk of property on April 16, 2019 at 10:00 am at 85 Miner Lane Waterford CT, 06385.**

PLEASE PROVIDE INFORMATION AND PRICING AS ASKED FOR IN THE BID SPECIFICATIONS.

## **PROJECT REQUIREMENTS**

### **Grass cutting as follows:**

- Grass shall not be cut less than 6” tall, and shall be reduced to small clippings by use of equipment with mulching blades
- Extreme care must be taken to avoid chopping the tops of berms with mower blades
- Rock-lined drainage ditches located parallel to berms, as well as drain pipe openings, must be trimmed

### **Equipment as follows:**

- **Tractor:** 60 HP (min) – 85 HP front wheel or four wheel drive, with direct power take-off, rollover protection for operator, seat belts and turf or agriculture tires
- **Mower:** Rotary type “batwing style” 15’ wide-cut mower with mulching blades mandatory. Unit must have front and rear rubber or safety chain shielding, hydraulic height control to adjust to terrain and aircraft tires (or equivalent) to minimize damage to grass.
- **Power Hand Trimmers:** 33 cc (min) or better equipped with either blades or nylon line, full blade guards and body strap

- And such other equipment to complete the project shall all be supplied by the contractor.
- **Inspection:** Contractor is responsible to participate in an inspection with owner prior to commencement of work. Premises is the site of a former landfill and many objects seen or semi buried may be present on site that must be dealt with solely by the contractor. Once owner has completed the initial inspection with contractor, contractor is solely responsible for the conditions on the site from that date forward. Site conditions are as is and contractor shall indemnify and hold harmless the Town of Waterford harmless and all of its officers, agents and servants against any claim or liability arising.

**Safety:**

Contractor must perform in accordance with all OSHA, State and Federal regulations, to include the following:

- Driven equipment must have seat belts and roll over protection
- All personnel operating self-propelled or push mowers and power hand trimmers must wear proper protection
- Inspections of all sites including but not limited to open, flat and sloped areas, as well as around gas and tree lines, berms, rock-lined drainage ditches and drainage openings prior to mowing and hand cutting with trimmers, shall take place.

**Storage:**

Contractor may store trucks, mowers, storage box (es) and supplies outdoors in a staging area designated by the staff. Access to storage area will be given during operating hours

**Operating Hours:**

Unless another arrangement has been made, the contractor shall conduct his operation during normal working hours which are Monday through Friday 7:30 – 4:00 p.m.

**CAUTIONS**

Grass is very slick most of the time, making ascending and descending the slopes somewhat difficult. Drainage ditches contain buried or semi-buried rocks which may be hazardous to all types of mowers. Thoroughly check all areas before proceeding with cutting operations

**TOWN OF WATERFORD**  
**INFORMATION AND GENERAL REQUIREMENTS TO BIDDERS**

1. Sealed bids (**one ORIGINAL & TWO copies**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 15 Rope Ferry Rd Waterford, Connecticut 06385. At the designated time of opening, they will be publicly opened, read, recorded and placed on file. Bids may be mailed or hand-delivered by the specified time. **Packets received after designated time will not be accepted. Time clock in the Finance office is the official time clock.** A mailed Bid shall be addressed to the above address and must arrive in the Purchasing Office and be stamped prior to the date and time of Bid Opening.
2. The envelope enclosing your bid should be clearly marked on its front by bid number, time of bid opening and date.
3. Whenever it is deemed to be in the best interest of the Town, The Town of Waterford reserves the right to reject any or all bids, in whole or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.
4. The contract will be generally awarded to the most qualified, lowest and responsive bidder to meet specifications unless otherwise specified.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Waterford.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.

10. **Each bid must be accompanied by a bid bond payable to the Town for five percent (5%) of the total amount of the bid.** The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Waterford will not be liable for the accrual of any interest on any certified check submitted.
11. **A 100% Performance and Payment bonds are required of the successful bidder.** This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. This submission must be received within fifteen days of contract award. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are “doing business as”; Individual - must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond. The Performance and Payment Bonds will be returned upon completion and acceptance of the job.
12. The bidder agrees and warrants that in the submission of this sealed bid, they will uphold the Town of Waterford’s commitment to following Connecticut State and Federal law ensuring full compliance with Title VI of the Civil Rights Act of 1964 which affirms that no person or group of persons is excluded from participation, denied benefits, or otherwise subjected to discrimination or permits discrimination under any program or activity or any service rendered to the public, on the grounds of race, color, creed, religion, national origin, sex, age or disability. Unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut. The bidder further agrees to provide the Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal, State and OSHA Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. The Town of Waterford is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes

must not be included in proposal prices. Exemption certificates will be provided upon request.

15. By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening. Non-Collusion Statement to be filled out.
16. The Bidder, when applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor. Where the total cost of the project, including all current and future change orders and addenda, exceeds \$100,000.00 then prevailing wage rates shall apply. All current wage information may be accessed online from the CT Dept of Labor website at [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). **IF PREVAILING WAGE SCHEDULES ARE INCLUDED IN BID PACKAGE, THEN REGARDLESS OF SUBMITTED BID AMOUNT PREVAILGES WAGES ARE REQUIRED IN BID SUBMISSION.**
17. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.
18. Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates to the Bid.
19. All correspondence regarding any purchase made by the Town of Waterford shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
20. **Non Resident Contractors (IF APPLICABLE)** Upon award Non Resident Contractors are required to follow all requirements for the State of Connecticut, Department of Revenue Services (DRS) for Non-Resident Contractors, to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. See State of Connecticut **Notice SN 2012 (2).**
21. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.

22. The Town of Waterford is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bids responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band. We appreciate your efforts towards a greener environment.
23. Catalogue Reference - Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.
24. Property Damage - The Contractor shall be responsible for repair of any damage to Town of Waterford and Board of Education's property and restoration of any facility damage beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the Town of Waterford and Board of Education. Any repair or restoration of these damages shall be performed at no cost to the Town of Waterford and Board of Education.
25. A statement may be requested of the successful Bidder's financial resources, his experience and his organization and equipment available to complete the work. The Town of Waterford shall have the right to take such steps as deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as requested. No awarded shall be made to any bidder that is in default of payment to the Town for any reason.
26. The successful Bidder agrees to be bound by its bid, unless specifically excepted. The bid will be incorporated into the contract to be negotiated between the Town of Waterford and the Bidder. A contract will be entered into with contractor. Bids to be considered must be submitted on the Bid Sheets contained in this packet.
27. Bidders should be advised that should budgetary constraints dictate part and/or all of the items listed in this proposal might be rejected. The decision shall be final and not subject to recourse by the Bidder.
28. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

29. **Vendors are asked to register on our Web Site through the vendor link**
30. All Questions must be submitted in writing to the purchasing agent via email at [rdummett@waterfordct.org](mailto:rdummett@waterfordct.org).
31. **Bid Pricing** - If applicable Unit prices are to be written in both words and figures. In case of discrepancy, the unit price shown in words will govern.
32. If at any time of the scheduled Bid opening, Town Hall or the Office of Procurement is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the Bid opening will be postponed until 2:00 p.m. the next business day. Bidders are reminded to check the web site for updates and information or email the purchasing agent at [rdummett@waterfordct.org](mailto:rdummett@waterfordct.org). Proposals will be accepted until that date and time.
33. **Security and Identification** - The vendor shall take all measures necessary to comply and to ensure the employees of Contractor comply with the security rules and regulations of the Town of Waterford and all Federal, State and local rules, laws and regulations. ***IT IS A REQUIREMENT OF THIS CONTRACT THAT ALL EMPLOYEES OF THE CONTRACTOR BE DULY AUTHORIZED TO WORK IN THE UNITED STATES.***
34. Employees serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the Town of Waterford premises, and shall not use alcohol on the Town of Waterford premises nor preceding their work shift, when to do so would in any way affect the performance of the services. Contractor's employees shall not have any criminal record of misdemeanors or felony, and are not permitted to carry weapons into the Town of Waterford premises. The Contractor shall attest in writing, before a Notary, that a background check, to the full extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment and prior to commencing work on Town of Waterford premises. Failure to submit said documentation shall result in rejection of bid.
35. The Town of Waterford shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law within (30) calendar days after receipt of written request from the Town Purchasing Agent. The Town of Waterford reserves the right to conduct its own investigation of any employee of the vendor, who, in the opinion of the Town of Waterford is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the Town of Waterford. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by Contractor.



36. The Contractor shall establish, implement and maintain procedures and controls to ensure that each employee of the Contractor complies with all applicable provisions of the contract and all site rules and practices of the Town of Waterford.

**37. Rights Reserved To the Town** - The Town reserves the right to award in part, to reject any and all, in whole or in part, for misrepresentation or if the respondent is in default of any prior Town contract, or if the Respondent limits or modifies any of the terms and conditions and/or specifications of the Request The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

**Additional Information:**

All Questions must be submitted in writing to the purchasing agent via email at [rdummett@waterfordct.org](mailto:rdummett@waterfordct.org).

Potential Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates regarding this Bid.

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**Rights Reserved To the Town**

The Town reserves the right to award in part, to reject any and all, in whole or in part, for misrepresentation or if the respondent is in default of any prior Town contract, or if the Respondent limits or modifies any of the terms and conditions and/or specifications of the Request The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

**INSURANCE REQUIREMENTS** - Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements: Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. Coverage will include the bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Waterford, its employees and agents as an Additional Insured** on a primary and non-contributory basis to all policies, except Workers Compensation. **All policies shall also include a Waiver of Subrogation.** The insurance company(ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of “A-” or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.

		<b>Minimum Limits</b>
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation & Employers' Liability	Work Comp	Statutory Limits
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

A Certificates of Insurance documenting the coverage listed above must be presented to The Town of Waterford prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date.



**AFFIRMATIVE ACTION STATEMENT**

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR:
- (1) The number of employees \_\_\_\_\_
  - (2) Completed this form within one year \_\_\_\_\_ Yes \_\_\_\_\_ No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT – Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

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TYPE OF BUSINESS

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TYPE OF ORGANIZATION

\_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).

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**TOWN OF WATERFORD  
NON-COLLUSION STATEMENT**

**“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”**

**We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.**

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name and Title of Agent: \_\_\_\_\_

By (SIGNATURE): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



**BID FORM**

**BID #119-105**

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**VENDOR NAME AND ADDRESS**

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**PRINTED NAME AND TITLE OF VENDOR'S AGENT**

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**PHONE AND FACSIMILE NUMBERS, E-MAIL ADDRESS**

I \_\_\_\_\_, \_\_\_\_\_ of the  
Name Position

above named firm hereby submit the following bid in accordance with Town of Waterford specifications.

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**SIGNATURE**

**DATE**

Cost to Town of Waterford for Mowing at the Miner Lane Landfill in accordance with the specifications:

\$ \_\_\_\_\_ Cost for initial mowing at the Bulky Waste Landfill 2019

\$ \_\_\_\_\_ Cost for each mowing at the Bulky Waste Landfill 2019

\$ \_\_\_\_\_ Cost for each mowing at the Bulky Waste Landfill 2020

\$ \_\_\_\_\_ Cost for each mowing at the Bulky Waste Landfill 2021

**COMMENTS:**

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Please attach additional sheets to the Proposal Form.