

## REQUEST FOR PROPOSALS

The Town of Killingworth will receive sealed bids from contractor for SPORTS TURF MAINTENANCE SERVICES FOR THE PARKS AND RECREATION COMMISSION AT THE SITES OF Irene Sheldon Memorial Park (198 Route 80), Rocco M. Reale Memorial Field (Recycle Way-Route 81) and Bethke Field (Bethke Road) all located in Killingworth as set forth in Request for Proposal prepared by The Town of Killingworth Parks and Recreation Commission, Route 81, Killingworth, CT 06419 by 4:00 p.m. on Monday, August 27, 2018. Bids will be opened at the Board of Selectmen's meeting at 7:00 p.m. on Monday, August 27, 2018, at the Killingworth Town Hall.

The work shall include but is not limited to the Sports Turf Maintenance Services at the Irene Sheldon Memorial Park, Rocco M. Reale Memorial Field and Bethke Field sites in the Town of Killingworth, CT.

All of the contract documents, including instructions to Bidders, proposal forms, general conditions governing the contract, drawings and detailed specifications are available on-line at [www.townofkillingworth.com](http://www.townofkillingworth.com), or may be examined at the Killingworth Town Hall Building, 323 Route 81, Killingworth, CT 06419, 860-663-1765. Copies of these documents may be obtained for \$20 per set, payable to the Town of Killingworth. Payment is non-refundable.

The Town of Killingworth will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, age or national origin in consideration for an award.

The bidder, by signing their proposal, certifies that he is fully aware of the State Laws regarding the non-collusion bidding certification. No separate forms will be required, but the actual signing of the proposal includes such a statement and is included in the proposal.

The Town of Killingworth expressly reserves the right to waive any informality in or to accept any bid, or to reject any and all bids, or to award on any or all items, as the interest of the Town of Killingworth may appear to require. The Killingworth Town Meeting has not yet acted on the proposed project. The obligation of the Town to proceed or not with any bid, and the extent of any such action, is contingent on the actions of the Town Meeting to which the proposal and bid will be submitted. The Town Meeting may approve the project as bid, reduce the project, or reject it.

The Town of Killingworth is a tax exempt organization under the Tax Laws and is exempt from payment of Sales and Compensating Use Taxes of the State of Connecticut and the Cities and Counties of the State of Connecticut, all materials which are to be incorporated into the Construction Improvements project, pursuant to the provisions of the Contract. THESE TAXES ARE NOT TO BE INCLUDED IN THE BID.

No Bidder may withdraw their bid within ninety (90) days after the actual date of the opening thereof.

By order of The Town of Killingworth, Middlesex County, Connecticut

By: Catherine Iino, 1<sup>st</sup> Selectwomen

## INSTRUCTIONS FOR BIDDERS

### **Receipt and Opening of Bids**

The town of Killingworth, Middlesex County, CT hereinafter called the Owner, invites bids on the form attached hereto, all blanks in which must be appropriately filled in. Bids will be received by the Owner until 4 o'clock on August 27, 2018, at the Killingworth Town Hall, 323 Route 81, Killingworth, CT 06419 and then at said office, opened and publicly read aloud at a Regular Board of Selectmen meeting to be held at 7 o'clock on August 27, 2018.

The envelopes, containing the bids must be sealed and addressed to the Town of Killingworth, Middlesex County, Connecticut and designated as: BID FOR SPORTS TURF MAINTENANCE SEVICES-IRENE SHELDON MEMORIAL PARK, ROCCO M. REALE MEMORIAL FIELD AND BETHKE FIELD. The Owner may consider as informal any bid not prepared and submitted in accordance with the provisions hereof. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

### **Preparation of Proposal**

Proposals must be submitted on the attached form. All blank spaces for bid prices must be filled in, in ink, in both words and figures with the unit price for which the proposal is made.

All bids must be submitted in sealed envelopes, bearing on the outside, the name of the bidder, their address and the name of the project for which the bid is being submitted. (If sent via mail, preferably registered mail, the sealed envelopes containing the proposal, and marked as directed above, must be enclosed in another envelope, addressed as specified in the Proposal Form)

The work shall be bid as one (1) contract for Sports Turf Maintenance. The contract includes a base bid and Bid Alternatives. Each bidder must bid on all items of the work in the bid forms.

### **Non-Collusion and Bid Certification**

The bidder, by signing their proposal, certifies that they are fully aware of the State Laws regarding the non-collusion bidding certification. No separate forms will be required, but the actual signing of the proposal includes such a statement and is included in the proposal.

### **Qualifications of Bidder**

The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

### **Liquidated Damages**

The Owner shall be entitled to receive as liquidated damages the face amount of the certified check or bid bond deposited with the bid if the successful bidder fails to or refuses to execute and deliver the

contract and bond required within five (5) days after they have received notice of the acceptance of their bid.

### **Conditions of Work**

Each bidder must inform themselves fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve a successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid.

### **Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Work by Others (Coordination with Parks and Recreation Commission)
- b. Inspection and testing of materials
- c. Insurance requirements

### **Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other contract documents will be made to a Bidder orally. Every request for such interpretation must be submitted in writing or by e-mail to Elizabeth Disbrow, Town of Killingworth, 323 Route 81, Killingworth, CT 06419 and to be given consideration must be received by at least Monday, August 27, 2018. Any and all such interpretations and any supplemental instructions will be in the form of addenda to the specifications which, if issued, will be posted on the town's website [www.townofkillingworth.com](http://www.townofkillingworth.com) under "Town of Killingworth Public Notices." Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

### **Construction Terms and Conditions**

The bidder is warned that the construction terms and conditions hereinafter fully set forth in the form of Contract will be rigidly enforced.

### **Lowest Qualified Bidder**

The comparison of bids on this Contract will be made by comparing the total sums as submitted by each separate contractor for the Base and Alternate Bids. The lowest qualified bidder shall be considered as being the successful bidder for the contract. The contract award will be made to the successful bidder as described above if the project in total is acceptable to the Owner.

### **Obligation of Bidder**

At the time of the opening of the bids, each bidder will be presumed to have inspected the various construction sites and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to their bid.

### **Equal Employment Opportunities**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin.

### **Tax Exemption**

The Town of Killingworth is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of Connecticut and cities and counties of the State on all materials which are to be incorporated into the project, pursuant to the provisions of the contract. Tax exempt certificates will be provided by the Owner for use by the successful bidders. These taxes are not to be included in the bid.

### **Local and State Laws**

The Contractor shall abide by all local and State laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations

### **Safety Standards and Accident Prevention**

With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the latest safety standard provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

### **Experience Clauses**

These specifications contain requirements that material or equipment suppliers have specific experience. The Owner or Engineer may also require proof of proper facilities to manufacture material and/or equipment specified.

### **Certificate of Insurance**

A certificate of insurance will be required at the time of contract signing, naming the Owner (Town of Killingworth). (Refer to Attachment C).