

**GROUNDS MAINTENANCE AND
ATHLETIC FIELDS MAINTENANCE
NORTH STONINGTON PUBLIC SCHOOLS**

North Stonington Public Schools
298 Norwich Westerly Road
North Stonington, CT 06359

ANY INQUIRES CONCERNING THE SPECIFICATIONS

SHOULD BE DIRECTED TO:

DIRECTOR OF FINANCE

860.535.2800 EXT 2313

SEALED PROPOSALS WILL BE RECEIVED NO LATER THAN

2:00 P.M., June 9, 2022

IN THE BUSINESS OFFICE

MARK SEALED PROPOSAL ENVELOPE CLEARLY:

GROUNDS AND ATHLETIC FIELDS MAINTENANCE BID

GROUNDS MAINTENANCE AND ATHLETIC FIELDS BID
INVITATION TO BID

The Board of Education of North Stonington is seeking a vendor to provide site-based grounds maintenance for the North Stonington Public School site addresses for the period of **July 1, 2022 through June 30, 2025**. The sites included are Wheeler Middle/High School, 297 Norwich Westerly Road, North Stonington, CT; and the North Stonington Elementary School, 311 Norwich Westerly Road, North Stonington, CT.

Complete specifications and related bid documents may be obtained at the Business Office, 298 Norwich Westerly Road, North Stonington, CT 06359 during regular business hours of 8 AM to 3 PM.

There will be a mandatory pre-bid meeting and a walk-thru of both schools starting at a gathering at Central Office, 298 Norwich-Westerly Road, North Stonington, CT 06359 on Tuesday, May 31 at 10 AM.

Bids must be submitted on the Bid forms, sealed, labeled “Grounds Maintenance and Athletic Fields”, and returned to the Business Office no later than **2:00 p.m. on Thursday, June 9, 2022**. Facsimiles are not acceptable.

The North Stonington Board of Education is an equal opportunity employer and does not discriminate on the basis of race, sex, and/or handicap.

The Board of Education reserves the right to waive any informalities or irregularities in bidding, accept or reject any or all bids in full or in part and to award the contract in a manner which, in its opinion, best serves the interests of North Stonington Public Schools.

**NORTH STONINGTON PUBLIC SCHOOLS
298 Norwich Westerly Road
North Stonington, CT 06359**

Official Bid Form

North Stonington Site Based Grounds Maintenance and Athletic Fields Program

Bids will be opened at:

North Stonington Public Schools
Business Office
298 Norwich Westerly Road
North Stonington, CT 06359

Bids must be submitted in a sealed envelope labeled “Grounds Maintenance and Athletic Fields” no later than 2:00 p.m. on Thursday, June 9, 2022.

The contractor agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the Specifications for the following sum: (All prices include provision and installation).

For the performance of all of the bid specifications during the first three years, July 1, 2022 through June 30, 2025:

Total Base Bid (3 year total) : _____
(including all portions of the specifications)

Total Middle/High School Alone (3-year total): \$ _____
_____ (written out in words)

Total Athletic Fields Alone (3-year total): \$ _____
_____ (written out in words)

Total Elementary School alone (3-year total): \$ _____
_____ (written out in words)

Total cost of IPM (Integrated Pest Management) Service at all sites: (3-year total)

Unit Price Items:

The contractor agrees to perform related work, not covered by the specifications or final contractual agreement for the following costs:

Labor rate: _____ **per Hr.** (Including benefits & insurance)

Requested Overtime factor: _____

Option pricing (District’s option to renew), July 1, 2025 through June 30, 2026

Year-4 for work set forth (all sites) for the sum of: \$ _____
_____ (write out in words)

Option pricing (District’s option to renew) July 1, 2026 through June 30, 2027

Year-5 for work set forth (all sites) for the sum of: \$ _____
_____ (write out in words)

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledge 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.

Non-Collusion Affidavit:

The undersigned certifies that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder, that he/she is competing in his/her own interest and in his/her own behalf without connection with or obligation to any undisclosed person, and has made his/her examination and estimates and therefore presents this bid.

Signatures:

Date: _____ Signature of Bidder (Seal): _____

Business Name and Address: _____

INSTRUCTIONS TO PROPOSERS:

INTRODUCTION

The North Stonington School District (the “District”) Board of Education is soliciting proposals for Athletic Fields and Grounds Maintenance as set forth in this RFP. The contract will be for a three (3) year period with an option to renew for year 4 & 5 at the discretion of the District. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the District 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 District employee (with the exception of the Director of Facilities or Director of Finance), officer or official concerning this RFP, except as set forth in the section “Questions and Amendments.”

A proposer’s failure to comply with this requirement may result in disqualification. For all purposes herein, the word “DISTRICT” shall be deemed to include the North Stonington School District, acting through its Board of Education.

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

RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The District may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the District determines it is in the District’s best interest. Any such action shall be effected by a posting on the District’s website, www.northstonington.k12.ct.us. Each proposer is responsible for checking the District’s website to determine if the District 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 District also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and District shall have no obligation or liability to the successful proposer for any unfunded year or years.

KEY DATES

Pre-proposal Conference/Site Visit: There will be a mandatory walkthrough of all locations on Tuesday, May 31, beginning at 10:00 AM, start at the Central Office, 298 Norwich-Westerly Road, North Stonington, CT.

Proposal Opening: June 9, 2022 @ 2:00 PM.

Preliminary Notice of Award: Monday, June 13, 2022

Contract Execution: June 22, 2022 – with contract effective July 1, 2022 through June 30, 2025

OBTAINING THE RFP

All documents that are part of this RFP may be obtained on the District's website, www.northstonington.k12.ct.us.

PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the North Stonington School District, Business Office, 298 Norwich-Westerly Road, North Stonington, CT 06359, 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 Business Office do NOT satisfy this condition. The District will not accept submissions by email or fax. Proposers are solely responsible for ensuring timely delivery. The District 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," the Proposal Title and Proposal Opening Date. The District may decline to accept proposals submitted in unmarked envelopes that the District opens in its normal course of business. The District 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.

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

QUESTIONS AND AMENDMENTS

Questions concerning this RFP are to be submitted by email and directed to:

Name: Willie Quinones

Title: Director of Facilities

E-mail: quinonesw@northstonington.k12.ct.us

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

The appropriate District 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 the proposer's questions by email. The District 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 the same.

At least four (4) calendar days prior to the proposal opening, the District will post any addenda on the District's website, www.northstonington.k12.ct.us. Each proposer is responsible for checking the website to determine if the District has issued any addenda an, 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 the proposal submission.

No oral statement of the District, including oral statement by the District 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.

ADDITIONAL INFORMATION

The district 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 District in its sole discretion deems desirable.

COSTS FOR PREPARING PROPOSAL

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

OWNERSHIP OF PROPOSALS

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

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 propose cooperates with the District as described in this section, the District shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the District 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 District 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.

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 District's discretion.

REFERENCES

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

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 District 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.

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 Education. The district will issue notification of award(s) in writing.

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 District. 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 District'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 District'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.

WORK REGULATIONS AND STANDARDS

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

TAX EXEMPTIONS

The District is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6001647, CT Tax Exempt #6550446000.

INSURANCE

CONTRACTOR shall, at its own expense, provide and maintain at minimum the following:

General Liability

Bodily injury and property damage including completed operations and products.
\$1,000,000.

Worker's Compensation

Statutory Coverage

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.

Insurance Certification: An Insurance certificate shall be required to be filed with the DISTRICT, certifying coverage and limits of insurance required above. "North Stonington School District 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."

Defense of District: All insurance companies shall have the duty to defend the DISTRICT against liability or property damage claims arising from the conduct of contractor and/or agents or employees.

60 Days Notice of Cancellation

Certificate Holder Section Should Read:

North Stonington Public Schools
298 Norwich-Westerly Road
North Stonington, CT 06359

Provide Certificate of Insurance to:

Director of Finance
North Stonington Public Schools
298 Norwich-Westerly Road
North Stonington, CT 06359

TERM OF CONTRACT

This contract shall begin effective July 1, 2022 and end on June 20, 2025. The District may renew this contract for an additional two (2) years at the prices stated in the bid response form by giving the contractor at least thirty (30) days written notice.

The District 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.

PERFORMANCE, TERMINATION AND CANCELLATION

The type of service requested is essential for the day-to-day operations of District 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 District may terminate any contract award. The District 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 District for the continuance of this agreement, (2) the District, through change in its requirements, method of operation, or program operation no longer has a need for this service.

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 District 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 prices shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The District 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 District 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 District will accept the proposal that, all things considered, the District 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 District's interest, including compliance with the procedural requirements stated in this RFP.

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

The District will select the proposal that it deems to be in the District'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 District any obligations. The District is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the District has obligations. Only if, and when, a Contract is executed by the District and the proposer.

If the Proposer does not execute the Contract within seven (7) business days of the date of the Preliminary Notice of Award, the District may enter into discussions with another proposer.

The District will post the Preliminary Notice of Award and related information on its website, www.northstonington.k12.ct.us.

The Preliminary Notice of Award and Contract Execution dates in the Key Dates are anticipated, not certain, dates.

QUALIFICATIONS

Contractor is required to have a minimum of three (3) years' practical experience in the care and maintenance of a comprehensive interscholastic middle and high school athletic field complex.

The 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 District 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 Facilities.
- Must demonstrate a practical knowledge of horticulture and plant health care.
- Must maintain detailed record of all services performed and exact times spent by all personnel at each location.
- It is preferred that the contractor place of business is within 30 miles of North Stonington.

COMPLAINCE 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 State of America. Each proposer confirms that is has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that is has a properly completed For i_9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the District, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “District 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 District 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 District 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.

NON COLLUSION AFFIDAVIT

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

CONTRACT TERMS

The following provisions will be mandatory terms of the District’s Contract with the successful proposers. 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.

DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the District, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “District 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 it 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 District 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 District Indemnified Parties.

In any and all claims against the District 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 District 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 District will NOT defend, indemnify, or hold harmless the successful proposer.

ADVERTISING

The successful proposer shall not name the District in its advertising, news releases, or promotional efforts without the District's prior written approval. If it chooses, the successful proposer may list the District in a Statement of References or similar document required as part of its response to a public procurement. The District's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the District's endorsement of the successful proposer.

W-9 FORM

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

DISTRICT INSPECTION OF WORK

Being public property, the contractor's work is visible to the entire community as well as its athletic competitors. The District reserves the right to inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the District's benefit and does not transfer to the District the responsibility for discovering patent or latent defects. The Successful proposer has the sole an exclusive responsibility for performing in accordance with the Contract.

REJECTED WORK OR MATERIALS

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

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 District and/or any state or federal authority. The successful proposer shall immediately and in writing notify the District of the loss or suspension of any such approval, permit or license.

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 petition or proceeding filed against it, the District has the right to terminate the Contract effective immediately. In that event, the District 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.

AMENDMENTS

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

ENTIRE AGREEMENT

It is expressly understood and agree 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 it attached exhibits.

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 purposed of the Contract can be determined and effectuated.

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.

NON EMPLOYMENT RELATIONSHIP

The District 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

GENERAL CONDITIONS

The successful bidder will supply all necessary labor, equipment, tools and materials on site to perform the tasks outlined in the Detailed Scope of Services.

All persons responsible for the application of fertilizers, herbicides and pesticides shall hold valid Connecticut operator's and supervisor's licenses. Copies of the licenses shall be on file with the North Stonington Board of Education, Business Office.

It is the responsibility of the Contractor to examine all provisions and visit each and every location where work is to be performed to become fully acquainted with the sites, problems, conditions, and other factors that pertain to the operation. No claim for relief due to mistakes or omissions will be entertained and each Contractor will be held to his proposal. North Stonington reserves the right to waive errors in proposals, to accept other than the low bidder, and reject any or all proposals at its discretion.

All equipment used on site shall be in good working order at all times and operating at peak efficiency.

All personnel required to perform under the contract shall be the employees of the Contractor. Salaries and fringe benefits for such employees will be determined and provided solely by the Contractor. The Contractor will make available, staff which, in the opinion of North Stonington Public Schools and the Contractor, is adequate for efficient management and to provide supervision.

Conduct of all assigned personnel is the responsibility of the Contractor.

The Owner maintains a storage garage for use by the Contractor. Routine maintenance in the area will remain the responsibility of the Owner; however, cleanliness of the area is the responsibility of the Contractor. Clean up is included as part of the Contractor's responsibility; it is not limited to gas and oil spills. The Contractor will be responsible to take proper care of all furniture, fixtures, equipment, and facilities furnished by North Stonington Public Schools, as applicable, and shall return them to North Stonington Public Schools in the condition in which received, except for ordinary wear and tear and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of the Contractor, and without negligence on the part of the Contractor or its employees.

Lining and game set up is the responsibility of the Contractor under the direction of the Athletic Director. The Owner shall provide a detailed schedule of events to the Contractor at least one (1) month in advance of the up coming season. Notification of rescheduled or canceled games shall be given a minimum of one (1) hour prior to the scheduled start of warm ups for the event.

Contractors shall have a minimum of three (3) years' experience in the operation of a comprehensive interscholastic high school and middle school athletic program.

The Contractor shall keep a record of all employment applications, investigation reports and other forms pertinent to each employee for the life of the contract, including any extension or addition thereto, with the Board of Education. The Contractor's application form shall make inquiry of the employee's driving record and any criminal record as well as all other matters required by law or as reasonably requested by the Board of Education. The Contractor shall provide copies of its personnel records to the Superintendent or his designee upon request and insure that it has obtained the necessary releases from its employees to do so.

Either party may terminate the contract with ninety – (90) days written notice to the other party. The Contractor will be paid for services properly performed up to the time of the termination of the contract.

Contractor shall have appropriate insurance coverage for the transportation and handling of chemicals bought, used and stored on the site.

END OF GENERAL CONDITIONS

COORDINATION OF OPERATIONS & REPAIRS

- A)** Coordination of mowing, fertilization, pesticide application and/or repair procedures is the responsibility of the Contractor. Scheduling and methodology shall be such that down time of an area or field is minimized.
- B)** In the case of fertilization, pesticide application or repairs to fields that result in down time, Contractor shall coordinate with Owner length of time necessary to complete the task. Materials (barricades, signs, tape, etc.) used to cordon off the area is the Contractor's responsibility.

MOWING OF GRASS

- A)** Mower blades shall be kept sharp and in good condition in order to cut the grass cleanly. Turf shall be cut evenly and the direction of mowing shall be alternated as needed to minimize ruts and compaction. Appropriate mowing equipment and patterns will be employed to permit recycling of clippings where possible.
- B)** Mowing height in the summer shall be set at heights so as to encourage a deeper root system. A deep-rooted grass area is more efficient in obtaining water and nutrients and is more drought tolerant and weed resistant.
- C)** Mowing height for the last cutting shall be lowered. This is done in preparation of winter and will discourage turf diseases that can form if tall grass is matted down by snow.
- D)** Mowing height of Athletic Fields shall be according to the specific requirements of the individual sport.
 - Soccer, lacrosse, baseball outfields 1.5" to 2.5"
 - Baseball infields 1.0" to 2.5"
 - Multi-use Fields 2.0" to 3.0"

TURF FERTILIZATION AND WEED CONTROL

- A)** A healthy turf will be promoted through the most effective use of all available turf cultural practices including mowing, irrigation, over seeding, aeration and fertilization. Turf fertility program shall be based on soil test results, and designed to promote a dense turf with a uniform growth pattern throughout the season.

Annual fluctuations in weather and environmental conditions will require contractor to adjust fertilization and weed control agents in conjunction with manufacturer recommendations to produce the best possible results. Application coverage shall conform to manufacturer's recommendations. All weed control will meet Connecticut regulations for application on K-12 school grounds.

- B)** A healthy turf is the best weed control. As the health of the turf is maintained, contractor shall attempt to limit the use of chemical controls for both broadleaf and pre-emergent

crabgrass control. Blanket treatments of broadleaf weed control will be limited to one time per year, with additional spot treatments being used as needed to contain broadleaf weeds in turf areas. Chemicals shall be used in accordance with manufacturer's recommendations and meet all Connecticut regulations for application on K-12 school grounds.

- C) All Pesticide and Chemicals used shall be approved by the Environmental Protection Agency, as well as, meet all state and federal regulations for K-12 school systems and be the safest and most effective materials for the specific task. Contractor shall maintain current file of MSDS and provide copies of MSDS to Owner as material is received on Owner's premises.
- D) All pesticides shall be applied by a licensed applicator under the supervision of a licensed supervisor in accordance with local, state and federal regulations for K-12 school grounds.

PRUNING

- A) The pruning and trimming described in the **Detailed Scope of Services** shall be done at the proper time as required by the plant species. Dead or damaged branches and trees will also be removed. Pruning, rather than shearing will be used wherever possible to develop the natural form of the plant and to create the effect intended by the landscape architect.

WATERING

- A) Watering of turf areas, bushes, trees and other plant material is included (where possible) in this proposal and shall be the sole responsibility of the Contractor. Contractor may make recommendations for watering so as to promote a healthy landscape.
- B) Water and associated hook up points shall be provided by the Owner. Quick couplers and building mounted shut off valves are available for use. Water use by the Contractor is restricted to North Stonington grounds related functions.

INSECT AND DISEASE CONTROL

- A) Contractor shall be responsible to monitor for problems with insects and diseases throughout the growing season. If pesticide applications are necessary in order to control insects and/or disease, Contractor shall notify Owner of the recommended treatment and treat these areas at no additional cost. All pesticide applications must comply with Connecticut statutes and regulations for use on K-12 school grounds.

POLICING OF ALL GROUNDS AT SCHOOLS AND ATHLETIC FIELD COMPLEX

- A) Daily papers and other debris pick up from the bordering building walkways out is the responsibility of the Contractor. Daily pick up of paper and other debris inside these walkways is the responsibility of the Owner. All debris in the mowing areas shall also be picked up prior to each mowing; routine debris pick up at the athletic complex will be the

responsibility of the Contractor. Contractor will use the Owner's disposal containers for trash and debris picked up on site.

- B) An on-site location will be used to deposit landscape debris accumulated due to work performed by Contractor. Fees for landscape dumpsters are not included in this proposal.

The above listed Coordination of Operations and Repairs are in addition to the Detailed Scope of Services. Both must be included as part of the total bid.

END OF COORDINATION OF OPERATIONS AND REPAIRS

The following notations of the Detailed Scope of Services are the scheduling services:

A/N – As Necessary	D – Daily
A – Annual	S – Semiannual
A/D – As Determined	W – Weekly

DETAILED SCOPE OF SERVICES TO BE PERFORMED

**North Stonington Middle/High School and North Stonington Elementary School:
Non-athletic locations:**

Paper and debris pick-up from the bordering building walkways.	D
All debris in the mowing areas picked up prior to each mowing.	D
Outside receptacles emptied into Owner’s disposal containers	D
Maintain curbs and cracks in asphalt and concrete sidewalk weed free.	A/N
Spring cleanup of winter debris including sand removal from lots and walks.	A
Mowing to maintain grass at 2.5” – 3.0” of height depending upon conditions.	A/N
String trimming and edging to keep a neat appearance.	A/N
Pruning and trimming of shrubs as necessary to maintain shape and size.	A/N
Fertilize twice per year (spring and fall).	S
Top dress play fields in low spots as necessary to maintain safe conditions.	A/N
Spot seed where necessary with Parks & Recreation seed mix as outlined	A/N
Institute and IPM program for insect and weed control.	A/N
Aerate turf areas.	A/N
Adjust pH according to soil test results.	A/N
Maintain a continuous cleanup of leaves as they fall.	A/N
Keep fence lines clear of weed growth.	A/N

Athletic Fields:

Spring cleanup of winter debris including sand removal and leaves from lots, walks and curb line gutters.	A
Spring cleanup of winter debris and leaves from track, turf and bed areas.	A
Roll and drag fields.	W
Mowing to maintain turf at 2.5” – 3.” of height in non-playing field locations.	A/N
Mowing of athletic areas to be maintained at recommended heights based on usage and the time of year.	A/N
<ul style="list-style-type: none"> • Soccer, lacrosse, baseball outfields 1.5” to 2.5” • Baseball infields 1.0” to 2.5 • Multi-use Fields 2.0” to 3.0 	
Install and anchor soccer nets middle/high school prior to start of season	A
Remove soccer nets and stored at end of Fall season	A
Install batting cage prior to start of baseball season and prior to first practice	A
Install outfield fences prior to start of baseball season and prior to first practice	A
Remove and store batting cage and outfield fences at the end of the Spring season	A
Maintain fence lines, curbs and cracks free from weed growth.	A/N
Fertilizing will be completed on a per field program based on nutrient test results.	A/N
Adjust pH levels as determined from test results.	A/N
Institute an IPM (Integrated Pest Management) program for all field areas and collect history of problems (program will cover broadleaf weeds, insects, crabgrass and fungi)	A/N
Perform continuous clean-up of leaves.	A/N
Aeration program will be set up to cover normal use and high use areas. Type of aeration used based on the construction of the existing field.	A/N
<ul style="list-style-type: none"> * core, slit or shatter tine until sand plating process builds up, and then slit aeration only. 	A/N

Dethatch turf on all athletic fields as necessary.	A/N
Spot seeding of all turf areas as necessary.	A/N
Rolling and dragging of infields as necessary to maintain them in playable condition and vegetation free. Dragging will be performed so as to avoid collection of clay in any location.	A/N
Maintenance of the infields – includes any necessary clay.	A/N
Top dressing with approved sand to maintain safe fields and maintain sand caps.	S
Line striping of fields for all school events – home games and practice.	A/N
Perform summer maintenance requirements as specified by Athletic Director and/or Director of Facilities	A/N
Hand-weed groundcover and planting beds to keep a weed-free appearance.	A/N
Cover existing mulched beds with shredded hardwood mulch.	A
Supply and install perennial flowers in the existing flower beds.	S
Perform required field preparations for athletic contests as specified by Athletic Director and/or Director of Facilities.	A/N

END OF DETAILED SCOPE OF SERVICES

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

BUSINESS NAME: _____

ADDRESS: _____

TELEPHONE _____

CONTACT NAME: _____

BUSINESS NAME: _____

ADDRESS: _____

TELEPHONE _____

CONTACT NAME: _____

BUSINESS NAME: _____

ADDRESS: _____

TELEPHONE _____

CONTACT NAME: _____

END OF PROPOSER'S STATEMENT OF REFERENCES

REQUIRED DISCLOSURES

Exceptions to or Modifications or Clarifications of the RFP

1. _____ 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 within the Standard of Instructions to Proposers.

OR

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

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.

3. 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.

4. 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.

5. 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 PROVIDION OF EACH DOCUMENT COMPROMISING THE RFP, UNLEASS AN EXCEPTION IS DESCRIBED ABOVE.

BY TITLE _____

PRINT NAME _____

SIGNATURE _____

DATE: _____

END OF PROPOSAL FORM