

REQUEST FOR PROPOSALS FOR: <u>Seasonal Maintenance and Lawn Cutting</u> of Town Properties

RFP NUMBER: 2020-04 RFP OPENING DATE: December 19, 2019 RFP OPENING TIME: 2:00PM RFP OPENING PLACE: Berlin Town Hall, Town Manager's Office

The Town of Berlin Public Grounds Department (hereinafter "Town"), is in need of a seasonal lawn cutting and maintenance services of cemeteries, cul-de-sacs, roadside strips and a Fire Department property, as outlined in the scope of services below. It is the intent of the Town to enter into a three (3) year contract beginning on March 1, 2020 and ending on November 30, 2022. It is required that all bidders schedule a walk-through for cemeteries only with Steve Wood at: swood@town.berlin.ct.us prior to the bid opening.

One (1) original and three (3) copies of sealed proposals must be received in the Town Manager's office of the Berlin Town Hall, 240 Kensington Road, Berlin, CT 06037 by the date and time noted above. The Town will not accept submissions by email or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising the Request for Proposals may be obtained from the Town's website, <u>www.town.berlin.ct.us</u>, under "Departments, Purchasing, and Current Bids and RFPs", or by contacting Maryssa Tsolis, Purchasing Agent at 860-828-7048 during normal business hours Monday through Friday. 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Proposals may be withdrawn by written request only, and only if the written request is received prior to the specified time of opening.

The Town reserves the right to amend or terminate this Request for Proposal, 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.

Maryssa Tsolis Purchasing Agent

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town is soliciting proposals for contracting with a firm to provide seasonal lawn cutting and maintenance services of cemeteries, cul-de-sacs, roadside strips and a Fire Department property, as outlined in the attached specifications. 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 5, below. A proposer's failure to comply with this requirement may result in disqualification.

A. Qualifications

Eligible proposers will be those individuals, businesses and firms that have the following qualifications.

- 1. Proposer must have demonstrated experience and expertise in regard to providing the types of goods and services as those outlined in the Scope of Services.
- 2. Proposer must have a proven track record in providing these types services for other municipal governments in Connecticut.
- 3. Proposer must be qualified and properly licensed in the State of Connecticut to perform its obligation under this proposal in compliance with all applicable Federal and State of Connecticut laws and regulations, statutes and policies.

B. Scope of Services

The following scope of services is provided as a general overview which may be expanded and further defined through negotiation:

- 1. Cutting and Maintenance Schedule All Locations
 - Spring:Complete spring cleanup of all areas no later than April 30th of each year. To
include leaf and winter debris removal, first mowing, trimming and edging.Summer:Complete mowing and trimming May 1st through November 30th, once between the
1st and 15th of every month and the 16th and 30th.Fall:Complete fall clean up no later than November 30th or first snow. To include: low
mowing, final trimming, leaf and debris removal and pruning of trees and bushes, as
- needed.

2. <u>Bi-Weekly Reporting</u>

Bi-weekly electronic reporting of date properties were maintained submitted to Superintendent of Parks and Grounds, <u>swood@town.berlin.ct.us</u> by the 15th and 30th every month to ensure accurate records and payment.

All locations must be done within five (5) days prior to Memorial Day, Independence Day, Labor Day and Veterans Day.

3. Property Care and Maintenance

The contractor agrees to deliver and render cemetery care consisting of mowing, trimming, raking, pruning and general clean up to the following named cemeteries within the Town, in conformance with the maintenance schedule.

A. Cemetery Properties

Maple Cemetery (old section), Worthington Ridge - ALTERNATE

Christian Lane Cemetery, Christian Lane

Dennison (Ridge) Cemetery, Farmington Ave.

Beckley Cemetery, Deming Road

Dunham Cemetery, Norton Road, property starts roadside

Ledge Cemetery, Cashman Place

Old Cemetery, Spruce Brook Road

Hall Cemetery, Orchard Road

Wilcox Cemetery (old section), Berlin Street, East Berlin - ALTERNATE

B. Cul-de-sacs

Burgundy Drive Sherry Lane Mallard Lane Ice Pond Lane Hummingbird Drive Whispering Brook Drive Woodbine Court Bayberry Circle Mooreland Hill Road Old Farms Place

- C. Roadside Strips Vineyard Drive Old Brickyard Lane Seymour Road Olisky Boulevard
- D. Fire Department Property South Kensington Volunteer Fire Department, Chamberlain Highway
- E. Right of Ways Winchell Drive

The Contractor will supply his own equipment, fuel, tools and transportation.

The acceptable work standards, unique or specialized maintenance requirements and timetables for specific event maintenance for various locations shall be set by the Director of Community, Recreation and Parks Services.

C. Agreement Period

The Town anticipates entering into a three (3) year contract with the selected proposer commencing on or about March 1, 2020 and ending on November 30, 2022.

The Town will contractually reserve the right to cancel the contract at any time. The agreement period for any contract or purchase order resulting from this RFP shall ultimately be as negotiated to the mutual agreement of the parties.

D. Management

Any contract or purchase order resulting from this RFP will be managed by the Public Grounds Department.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP, or extend the deadline for opening proposals, 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, <u>www.town.berlin.ct.us</u>, 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. <u>KEY DATES</u>

RFP Advertised	12/3/19
Mandatory Pre-Bid Meeting	Must be scheduled with swood@town.berlin.ct.us
Questions due from Vendors	12/12/19
RFP Open Date	12/19/19
Interview of top Vendors	TBD
Contract Execution Date	March 1, 2020

4. PROPOSAL SUBMISSION INSTRUCTIONS

A. Proposal Requirements and Required Format

Proposals must set forth accurate and complete information for each of the items listed below. At the Town's discretion, failure to do so could result in disqualification.

- 1. <u>Proposer Information</u>: Please provide the following information:
 - a. Firm Name
 - b. Permanent Main Office address
 - c. Date firm organized
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
- 2. Experience, Expertise and Capabilities
 - a. <u>Similar Engagements</u>. Provide a listing of similarly sized entities for which the firm is currently providing services or for which the firm has serviced within the last five (5) years.
 - b. <u>Conflict of Interest.</u> Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.
 - c. Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the Town.
- 3. <u>Statement of Qualifications and Work Plan</u>
 - a. <u>Qualifications</u>. For each item listed in <u>Section 1.A- Qualifications</u>, please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
 - b. <u>Work Plan.</u> For each item listed in <u>Section 1.B. Scope of Services</u>, please describe your ability to meet the service needs. A timetable for delivery of the service **must** be submitted with the bid.
 - c. <u>Services Expected of the Town</u>. Identify the nature and scope of the services that would be generally required of the Town in undertaking these projects.
- 4. <u>Cost Schedule</u>

- a. All bidders must complete the Bid Proposal Form and submit it with their bid. Failure to complete and submit the Bid Proposal Form will render the bid nonresponsive and will not be considered for award.
- b. All bidders should bid for the entire package. No substitutions may be made.

5. Information Regarding: Failure to Complete Work, Default and Litigation

- Please respond to the following questions.
 - a. Have you ever failed to complete any work awarded to you? If so, where and why?
 - b. Have you ever defaulted on a contract? If so, where and why?
 - c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - d. Have you or your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. A firm must be current on any and all taxes due to the Town prior to the execution of a contract or purchase order. Please verify and acknowledge you are in good standing with the Town's tax office.
- 6. <u>Exceptions and Alternatives</u>

Proposers wishing to take any exceptions to any requirement in the **RFP** shall state and explain such exceptions. The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

Proposals must be received in the Town Manager's Office of the Berlin Town Hall, 240 Kensington Rd, Berlin, CT 06037, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the date and time 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 three (3) copies 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 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 above.

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 Bid Proposal Form and all other forms included in this RFP.

5. QUESTIONS AND AMENDMENTS

Questions concerning the process, procedures and any specifications applicable to this RFP are to be submitted in writing (including by e-mail or fax) and directed only to:

Name: Maryssa Tsolis

Position: Purchasing Agent Email: <u>mtsolis@town.berlin.ct.us</u>

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. 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, <u>www.town.berlin.ct.us.</u> 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.

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.

6. 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.

7. 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.

8. OWNERSHIP OF PROPOSAL

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

9. 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. Proposers are encouraged **not** to include in their proposals any information which is proprietary a trade secret or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

10. <u>REFERENCES</u>

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

11. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity this is required to register with the Connecticut Secretary of 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.

12. 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.

13. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

14. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are attached to this RFP, and must list the Town as additional insured. A Certificate of Insurance (C01) must be filed upon award and at the beginning of each year afterwards for the duration of the contract. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

15. 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 accept all or any part of a proposal, reject all proposals, and waive any informalities or nonmaterial 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 will accept the proposal that, all things considered, the Town determines is in the 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, <u>only if and when</u> 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 enter into discussions with another proposer. The Town will post the Preliminary Notice of Award and related information on its website, www.town.berlin.ct.us, under "Bid and RFP Information."

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

16. ATTACHMENTS

The following attachments are included below and must be completed, as detailed within the RFP.

- A. Bid Proposal Form
- B. Insurance Requirements
- C. Proposer's Statement of References
- D. Sample Reporting Form



ATTACHMENT A: PROPOSAL FORM <u>Seasonal Maintenance and Lawn Cutting of Town Properties</u> <u>Proposal # 2020-04</u>

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:

The awarded contract will only pay for services rendered during the respected months on a bi-weekly basis.

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the *total sum over three (3) years, not to exceed (including alternates):*

	/100 Dollars (\$)
Total sum over three (3) years, not to exceed (excluding alternat	tes):	
	/100 Dollars (\$)
with a per year total, not to exceed (including alternates):		
	/100 Dollars (\$)
with a per year total, not to exceed (excluding alternates):		
	/100 Dollars (\$).
		Proposer's Full Legal Name

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

I/we, the proposer, certify that:

- I/we are in compliance with the equal employment opportunity clause as set forth in Connecticut state law (Executive Order No. Three).
- 2. I/we are in compliance with the Americans with Disabilities Act.
- 3. I/we are in compliance with the Immigration Reform and Control Act, and attest that each employee provided under contract will at all times be authorized for employment in the United States.
- 4. I/we (check one)

_____ have an Affirmative Action program, or

_____ employ 10 people or fewer.

ACKOWLEDGEMENT/NON-COLLUSION STATEMENT

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. The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of services described in the invitation to bid designed to limit independent bidding or competition, and;
- b. The bidder has not communicated the contents of the bid to any person not an employee or agent of the bidder, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of informing the Town of Berlin to consider the bid and make an award in accordance therewith.

<u>NOTE</u>: 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 is has read, understood and fully accepted each and every provision of each document compromising the RFP, unless an exception is described above.

Proposer's Full Legal Name

Name and Title of Authorized Representative

Signature of Representative, Duly Authorized

Date

Phone # and Fax #



ATTACHMENT B: INSURANCE REQUIREMENTS FORM Seasonal Maintenance and Lawn Cutting of Town Properties

Proposal # 2020-04

INSURANCE REQUIREMENTS:

Based upon the outcome of this process, the final chosen consultant shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the consultant and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to The Town. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the consultant. Full disclosure of any nonstandard exclusion is required for all required coverage.

It is further agreed that the Consultant shall provide The Town with a thirty (30) day notice of cancellation, in advance of the retroactive date, and/or non-renewal.

A. LIABILITY INSURANCE

Contractor shall, at its own cost and expense, procure and maintain Comprehensive General Liability Insurance, Auto Liability Insurance, and Excess Liability Insurance, as well as Worker's Compensation Insurance as required by the appropriate Workers' Compensation Law or Act. All insurance shall be carried with insurers authorized to do business in the State of Connecticut and evidence of insurance, with adequate limits of liability, shall be furnished all parties to the contract. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the certificate holder of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate. The Town must be added to the aforementioned liability policies of insurance as an additional insured.

MINIMUM INSURANCE REQUIREMENTS:

GENERAL LIABILITY: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE AUTOMOBILE LIABILITY: \$1,000,000 PER OCCURRENCE EXCESS LIABILITY: \$1,000,000 WORKERS' COMPENSATION: Equal to Statutory limits.

The above minimum limits of liability shall apply to all premises - operations, elevators, independent contractors, products - completed operations, contractual liability, broad form property damage, XCU coverage extension, employee as additional insured's, automobiles - owned and non-owned, including hired automobiles, and other coverage's which may be required to satisfy the parties to the contract.

In every instance coverage must apply both on and away from the premises referred to in the contract, and apply to all operations related thereto.

Please list any exceptions to the above insurance requirements:

We have read and understand the above listed insurance requirements and will provide the appropriate insurance certificates if awarded this contract.

Signature _____ Date _____



ATTACHMENT C: PROPOSER'S STATEMENT OF REFERENCES Seasonal Maintenance and Lawn Cutting of Town Properties

Proposal # 2020-04

Provide at least three (3) references:

1.	BUSINESS NAME	
	ADDRESS	
	CITY, STATE	
	TELEPHONE	
	INDIVIDUAL CONTACT	NAME AND POSITION
2.	BUSINESS NAME	
	ADDRESS	
	CITY, STATE	
	TELEPHONE	
	INDIVIDUAL CONTACT	NAME AND POSITION
3.	BUSINESS NAME	
	ADDRESS	
	CITY, STATE	
	TELEPHONE	
	INDIVIDUAL CONTACT	NAME AND POSITION



ATTACHMENT D: SAMPLE BI-WEEKLY REPORTING FORM Seasonal Maintenance and Lawn Cutting of Town Properties Proposal # 2020-04

Town of Berlin Seasonal Maintenance and Lawn Cutting of Town Properties														
Bi-weekly Mowing Schedule (26 Annual Mowing's)														
	Apr 30	May 1-15	May 16-30	Jun 1-15	Jun 16-30	Jul 1-15	Jul 16- 30	Aug. 1-15	Aug. 16-30	Sep 1-15	Sep 16-30	Oct 1-15	Oct 16-30	Nov 30
<u>Cemeteries</u> Maple Cemetery														
(old section), Worthington ridge ALTERNATE**														
Christian lane Cemetery, Christian lane														
Dennison Cemetery, Farmington Ave														
Beckley Cemetery, Deming Road														
Dunham Cemetery, Norton Road														
Cashman Cemetery Cashman Place														
Old Cemetery, Spruce Brook Road														
Hall Cemetery, Orchard Road														
Wilcox Cemetery, (old Section) Berlin St, East Berlin ALTERNATE**														
<u>Cul-De-Sacs</u>														
Burgundy Drive														
Sherry Lane														
Mallard Lane														
Ice Pond Lane Hummingbird														

Which only							
Whispering Brook Drive							
Woodbine Court							
Bayberry Circle							
Mooreland Hill Road							
Old farms place							
Firehouses							
South Kensington Fire Dept, Chamberlin HWY							
<u>Roadside</u> <u>Strips</u>							
Old Brickyard Lane							
Seymour Avenue							
Olisky Boulevard							
<u>Right of</u> <u>Ways</u>							
Winchell Drive							

**Alternates are property that is not owned by the Town, but may still need to be mowed.