



Chairman
Kenneth J. DiRico

TOWN OF LEDYARD CONNECTICUT

12 Van Tassel Drive
Gales Ferry, Connecticut 06339

Parks, Recreation & Senior Citizens Commission

~ AGENDA ~

Tuesday, August 20, 2024

7:00 PM

Parks & Recreation/Senior Citizens
Center

I. CALL TO ORDER

II. ROLL CALL

III. RESIDENTS & PROPERTY OWNERS COMMENTS

IV. PRESENTATIONS / INFORMATIONAL ITEMS

1. ARPA Grant

Attachments: [ARPA Agreement](#)

V. MEMBER COMMENTS

VI. REPORTS

1. August Directors Report

Attachments: [August 2024 Director's Report](#)

VII. APPROVAL OF MINUTES

1. July Meeting Minutes

Attachments: [July Meeting Minutes](#)

VIII. OLD BUSINESS

1. DISCUSSION to allow Boy scout to build a stage on Ledyard Town Green
2. Any other Old Business to come before the Commission.

XI. NEW BUSINESS

1. Summer Camp Letter

Attachments: [Commission Letter 2024](#)

2. Annual Report FY24

Attachments: [Annual Report FY24](#)

3. Review Maintenance Contracts and send to the Facilities Subcommittee

Attachments: [RFP 2019-03 Grass Cutting and Trimming](#)
[RFP 2019-04 Routine Maintenance](#)
[RFP 2019-05 Turf Management Services](#)

4. Any other Old Business to come before the Commission.

X. ADJOURNMENT



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0732

Agenda Date: 8/20/2024

Agenda #: 1.



Agreement Number	24SDRASC01LED
Maximum Contract Award	\$29,827.00
Beneficiary Contact Person	Scott Johnson, Jr., Scott@ledyardrec.org
ADS Contact Person	Claire Cote, Claire.cote@ct.gov , (860) 424-4868

**STATE OF CONNECTICUT
 Coronavirus State Fiscal Recovery Fund
 and Coronavirus Fiscal Local Recovery Fund (“CSLFRF”)
 Beneficiary Agreement**

The State of Connecticut Department of Aging and Disability Services

Street: 55 Farmington Avenue

City: Hartford State: CT Zip 06105

Tel#: (860) 424-5055

(hereinafter “Department”), hereby enters into this Beneficiary Agreement (hereinafter “Agreement”) with:

Beneficiary’s Name: Town of Ledyard

Street: 741 Colonel Ledyard Highway

City: Ledyard State/Zip: CT 06339

Tel#: (860) 464-3221 CORE SUPPLIER ID: 00000000 UEI: EDG3SXJ9UKA7

Term	This Agreement is in effect from date of execution of all parties through December 31, 2026.
Statutory Authority	The Agency is authorized to enter into this Agreement pursuant to § 4-8 and 17a-780 of the Connecticut General Statutes (“C.G.S.”).
Set-Aside Status	Beneficiary <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Agreement shall become effective only as of the date of signature by the Agency’s authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General (“OAG”). Upon such execution, this Agreement shall be deemed effective for the entire term specified above.
Amendment	This Agreement may be amended only by means of a written instrument signed by the Department, the Beneficiary, and, if required, the OAG.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Beneficiary Agreement (collectively called “Notices”) shall be deemed to have been effected at such time as the Notice is sent by e-mail, hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	Department of Aging and Disability Services 55 Farmington Avenue Hartford, CT 06105 Attention: Claire Cote	If to the Beneficiary:	Town of Ledyard 12 Van Tassel Drive Gales Ferry, CT 06335 Attention: Scott Johnson, Jr.
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A party may modify the addressee or address for Notices by providing ten (10) days’ prior written Notice to the other party. No formal amendment is required.

PART I

A. RECITALS

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Fiscal Local Recovery Fund, which together is known as the Coronavirus State and Local Fiscal Recovery Funds program (“CSLFRF program”); and

WHEREAS, the funds provided through the CSLFRF program are intended to provide support to State, territory, local, and Tribal governments in responding to the public health emergency caused by coronavirus (COVID-19) or its negative economic impacts; and

WHEREAS, pursuant to the U.S. Department of the Treasury final rule for CSLFRF funds, effective April 1, 2022, recipient states may use CSLFRF funds to provide beneficiaries, including municipalities or nonprofits, with funds for facilities improvements or programming expenditures that respond to the public health and negative economic impacts of the pandemic and are related reasonably and proportional to the pandemic impact identified and reasonably designed to benefit the impacted population; and

WHEREAS, the Beneficiary is a municipality that, among other things, operates the Ledyard Senior Center located at 12 Van Tassel Drive, Gales Ferry, CT 06335, which provides programming to elderly residents of the Town of Ledyard; and

WHEREAS, pursuant to Section 1 of Public Act 22-146, the General Assembly allocated \$10,000,000.00 in CSLFRF program funding to the Department to be distributed to Connecticut senior centers, including the Beneficiary to provide Facility Improvements and/or Programming; and

WHEREAS, the Contractor is a beneficiary of CSLFRF funds and as such is subject to specific terms and conditions related to the use of the CSLFRF funds; and

WHEREAS, the Department allocated \$29,827.00 to the Beneficiary based up on the number of individuals in their municipality who are 60 years and over (hereinafter “elderly residents”), factoring in race, ethnicity, disability, federal poverty level, rural status and the recommendation of the Beneficiary’s municipality; and

NOW THEREFORE, the Beneficiary and the Department agree to the following terms and conditions.

B. TERMS AND CONDITIONS FOR CSLFRF PAYMENT

1. “Facility Improvements” means improvements to the Beneficiary’s Senior Center infrastructure, which may include capital improvements to promote and encourage older adults to access Senior Centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and access to services and programs designed to mitigate the spread of COVID-19 or to respond to the negative public health effects of COVID-19. Examples of such improvements include, but are not limited to: building a covered outdoor seating area at the Senior Center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to Senior Center and Senior Center activities to promote better access to the services provided by the Senior Center including, but not limited to, health services (including vaccines), social services, and social engagement.
2. “Programming” means services or events that support social connection and the physical, emotional, spiritual, or educational needs of Senior Center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. Senior Center Programming may include purchased items, promotional materials and services, associated staffing and contracted services associated with providing services or events at a Senior Center that respond to the negative public

health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

3. The Beneficiary is a municipality with a Senior Center located in Ledyard that provides an array of programs and services designed to support the elderly residents of the communities served by the Beneficiary.
4. As a recipient of CSLFRF funding, the Beneficiary shall utilize such funds to address the negative economic impact of COVID-19 on the elderly residents of the communities they serve. Specifically, the CSLFRF funds shall be used to support the **Ledyard Senior Center**.
5. The Beneficiary shall utilize the funds to perform the Facility Improvement and/or Programming services listed on the ADS-approved proposal, attached hereto and made part of this Agreement as Exhibit A.
6. The Beneficiary agrees to obligate all funds received under this Agreement on or before 12/31/2024, and fully expend all funds on or before 12/31/2026.
7. The Beneficiary agrees to furnish all cost and financial information requested by the Department or its designated agent, including, but not limited to, financial records maintained in accordance with generally accepted accounting principles, audited financial reports, purchase orders, receipts, travel reimbursement, third party contractual agreements, payroll records, and any and all other records as may be found necessary by the Department or its agent in determining compliance with any federal or state law, rule, regulation, or policy.
8. The Beneficiary acknowledges that this payment may be subject to federal or state audit, agrees to cooperate fully with any audits, and that any funds not spent in accordance with applicable requirements are subject to recovery and recoupment.
9. The Beneficiary agrees to promptly repay any funds that the Department or the result of any audit determines were used for unauthorized purposes or inappropriate expenditures or for purposes other than those authorized under this agreement, to the Department not later than ten (10) days after a written request from the Department or its designated agent. If the Beneficiary does not repay such funds upon request, the Department may initiate recoupment of the funds and take any other actions that it deems necessary to recover such funds.
10. The Beneficiary certifies, to the best of its knowledge and belief, that neither the Beneficiary nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental agency (federal, state or local) in accordance with 2 CFR 200.214 and 2 CFR 180.

C. U.S. DEPARTMENT OF TREASURY EXPENDITURE CATEGORIES

The Beneficiary, understands and agrees that the funds provided through this Contract must be expended in compliance with the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds – Version 3 dated February 28, 2022 (“Treasury Reporting Guidance”). Specifically, in accordance with Expenditure Category (EC) 6.1 “Provision of Government Services”, these funds are a grant to mitigate financial hardship.

D. FEDERAL AND STATE REQUIREMENTS

1. Federal Requirements.

a) Funding Identification. Federal funding has been provided through State Identification (SID) 28009 for this Agreement as follows:

Federal Award Project Title: American Rescue Plan Act

Assistance Listing Number: 21.027

Assistance Listing Program Title: Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Award Year: 2021

Research and Design: No

Name of Federal Agency Awarding: US Department of Treasury

b) Federal Office of Management and Budget Requirements.

i. This Agreement includes Federal Financial Assistance, and therefore such funds shall be subject to specific sections of the Federal Office of Management and Budget Cost Principles codified in the OMB Uniform Guidance as set forth in 2 CFR Part 200, and as updated from time to time. The specific sections are: Subpart A, sections 200.100 – 200.110 of Subpart B; and section 200.303 of Subpart D.

ii. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act of (1990) (CMIA), 31 U.S.C. § 6501 et. seq.

iii. If the Contractor expends \$750,000 or more during their fiscal year in Federal awards, the Contractor shall have a single audit conducted in accordance with Title 2 CFR 200.514.

c) The Beneficiary certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or shall be paid, by or on behalf of the Beneficiary, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

d) Lobbying. In compliance with the Federal Funds provisions in Part II, Section C.4.a of this Contract, the State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients, which shall certify and disclose accordingly. The Contractor certifies that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State shall

complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.

- iii. If the Contractor engages in legislative advocacy, the Contractor agrees to keep separate logs of costs associated with such activity, in compliance with the OMB Super Circular as set forth in 2 C.F.R. Part 200 as amended from time to time. The Contractor shall not conduct legislative advocacy with Federal funds.
- e) Other ARPA-CSLFRF Contract Requirements.
- i. The Beneficiary shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - ii. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Beneficiary is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
 - iii. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Beneficiary is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

2. State Requirements.

- a) Annual Audit.
- i. Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for five years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
 - ii. Audit Submission Process: If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the Contract, the Contractor shall submit its A-133 and state single audit electronically to the Agency through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)". The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the Department an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the Agency with a copy of the approved request.

E. PAYMENT

1. For the term of this Agreement, the maximum value of this Agreement shall be \$29,827.00.
2. Upon execution of this Agreement and approval of the same by the Office of the Attorney General, the Department shall issue a one-time payment not to exceed \$29,827.00 for Programming costs to the Beneficiary.

F. LIAISONS and NOTICES

1. For the Department:
Department of Aging and Disability Services
55 Farmington Avenue, 12th Floor
Hartford, CT 06105
Attention: Claire Cote
claire.cote@ct.gov

2. For the Beneficiary:

Town of Ledyard
Ledyard Senior Center
Scott Johnson, Jr.
Director
12 Van Tassel Drive
Gales Ferry, CT 06335
Scott@ledyardrec.org

Town of Ledyard
Fred Allyn III
Mayor
741 Colonel Ledyard Highway
Ledyard, CT 06339
mayor@ledyardct.org

PART II – TERMS AND CONDITIONS

For Part II, the term “Contractor” shall mean the Beneficiary of this Agreement and “Contract” shall mean this Agreement.

PART II. TERMS AND CONDITIONS. The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Client Agency”** shall mean the agency of the State of Connecticut that is entering into this Contract.
7. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
9. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
10. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
11. **“Confidential Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **“Confidential Information Breach”** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.

14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. MANDATORY TERMS

1. **Annual Audit.** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
2. **Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
3. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
 - a. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 - b. Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - c. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
4. **Changes to the Contract, Termination, Cancellation and Expiration.**
 - a. **Contract Amendment.**
 - (1) Should the parties execute an amendment to this Contract on or before its expiration date that extend the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
 - (2) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
 - (3) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - i. the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - ii. federal funding reduction results in reallocation of funds within the Agency.
 - (4) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.
 - b. **Contractor Changes and Assignment.**
 - (1) The Contractor shall notify the Agency in writing:

- i. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - ii. no later than ten (10) days from the effective date of any change in:
 - (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor; or
 - (c) the individual(s) in charge of the performance.
- (2) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (3) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
- i. The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - ii. The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - iii. The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.
- c. **Breach.**
- (1) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (2) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
- i. withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - ii. temporarily discontinue all or part of the Services to be provided under the Contract;
 - iii. permanently discontinue part of the Services to be provided under the Contract;
 - iv. assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - v. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - vi. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - vii. any combination of the above actions.
- (3) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (4) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach or default by the Contractor under the terms of this Contract.
- (5) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- d. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
- e. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may

request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

f. Ending the Contractual Relationship.

- (1) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (2) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (3) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (4) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (5) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

g. Transition after Termination or Expiration of Contract.

- (1) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (2) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

5. Indemnification.

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
 - i the confidentiality of any part of or all of the Contractor's bid or proposal, and
 - ii Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

- b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
 - (1) a certificate of insurance,
 - (2) the declaration page and
 - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - e. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
6. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
7. **State Ethics Laws.**
- a. The Contractor may access a guide to the Code of Ethics, which comprises the current Summary of State Ethics Laws, under the "State Contractors" section at <https://portal.ct.gov/Ethics/Public-Information/Public-Information/Publications-Guides-Annual-Reports>
 - b. **Summary of Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:
 - (1) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
 - (2) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
 - (3) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
 - (4) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
 - (5) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
8. **Audit and Inspection of Plant, Places of Business and Records.**
- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
 - b. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- d. The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- e. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
- (1) final payment under this Contract,
 - (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - i. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - ii. The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
9. **Campaign Contribution Restriction.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)"
10. **Executive Orders and Other Enactments.**
- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
 - b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - c. This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
11. **Consumer Data Privacy and Online Monitoring.** Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

C. OTHER TERMS

- a. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
- b. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Aging and Disability Services or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

- c. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

1. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
2. its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

- d. **Federal Funds.**

- a. The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- b. The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- c. Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- d. Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:
 - (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or
 - (2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("IHHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

- e. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- a. Real estate sales or leases;
- b. Leases for equipment, vehicles or household furnishings;
- c. Mortgages, loans and working capital loans; and
- d. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

- f. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section B.6.d:

- i. The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- ii. Any change in the above status shall be immediately reported to the Agency.
- g. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
- h. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
- i. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
- j. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- a. **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
 - b. **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - c. **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
 - d. **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- k. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- a. Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - b. Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
- l. **Representations and Warranties.** Contractor shall:
- i. Perform fully under the Contract;
 - ii. Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - iii. Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
- m. **Reports.**

- i. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
 - ii. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
- n. **Litigation.**
- i. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
 - ii. The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.
- o. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- p. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
- q. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

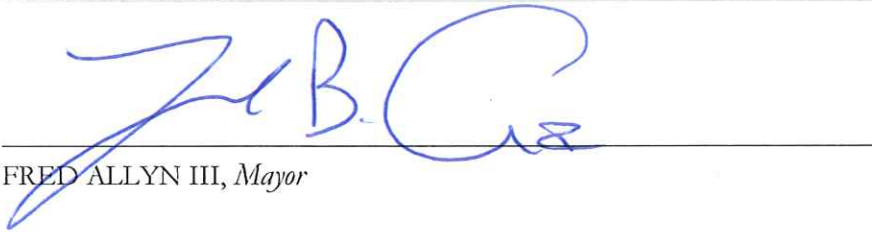
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

SIGNATURES AND APPROVALS

Agreement # 24SDRASC01LED

The Beneficiary IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

TOWN OF LEDYARD



FRED ALLYN III, *Mayor*

08/13/24

Date

DEPARTMENT OF AGING AND DISABILITY SERVICES

AMY PORTER, *Commissioner*

___/___/___

Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

Part I of this Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated 8/18/2023, as may be amended from time to time.

EXHIBIT A

Project Proposal

AGREEMENT # 24SDRASC01LED

BRIEF PROJECT DESCRIPTION (REPEAT FOR EACH SEPARATE SENIOR CENTER AS NEEDED)

Senior Center Name/Physical Address: Ledyard Senior Center, 12 Van Tassel Drive, Gales Ferry, CT 06335.

Facility Improvement: N/A

Programming: Purchase and delivery of a furniture, equipment, accessibility materials, carpeting, a wall divider, and a subscription service for the Ledyard Senior Center to increase accessibility, comfort and ability to be used by a more diverse aging and older population. All materials, including the tables, chairs, wall divider, carpeting, hand railing, refrigerator/freezer unit, and workout equipment will be setup and installed by town of Ledyard staff, whose time will not be compensated using ARPA Senior Center funds.

PROJECT BUDGET

State agencies and subawardees (subreipients/subgrantees) should each complete this budget worksheet or a similar budget document. This template is not required but offered as an example of the information needed along with specific references to applicable sections of the Uniform Guidance Cost Principles.

UG Provision	Cost Item	FFY '23 (10/1/22-9/30/23)	FFY' 24 (10/1/23-9/30/24)	FFY '25 (10/1/24-9/30/25)	FFY '26 (10/1/25 - 9/30/26)		Necessary/ Reasonable	Required Documentation
200.43	Compensation							
200.431	Fringe Benefits							
200.475	Travel							
200.439	Equipment & Other Capital			\$14,878.75				
200.453	Materials & Supplies			\$14,948.25				
200.331-332	Subawards							
200.318	Contractual Services							
200.459	Consultants / Professional Services							
200.465	Occupancy (Rent & Utilities)							
200.471	Telecommunications							
200.473	Training & Education							
200.413 (c)	Direct Administrative Costs							
	Add'l Cost Item							
	Add'l Cost Item							
	Add'l Cost Item							
	Total Direct Costs	\$ -	\$ -	\$ 29,827.00	\$ -	\$ -		
200.414	Indirect Costs*							
	Total Project Budget	\$ -	\$ -	\$ 29,827.00	\$ -	\$ -		

*If including indirect, please provide documentation of your federally negotiated indirect rate (if applicable) or documentation of indirect rate previously used with the State of Connecticut. If no documentation is available, you may collect 10% de minimus on a Modified Total Direct Cost basis.

[Click here for additional information on the 10% de minimus rate](#)

EXHIBIT B

American Rescue Plan Act – State Fiscal Recovery Funds Program:
Beneficiary Attestation Form

Agreement #24SDRASC01LED

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

Beneficiary Agreement for Town of Ledyard - Purchase and delivery of a furniture, equipment, accessibility materials, carpeting, a wall divider, and a subscription service for the Ledyard Senior Center to increase accessibility, comfort and ability to be used by a more diverse aging and older population. All materials, including the tables, chairs, wall divider, carpeting, hand railing, refrigerator/freezer unit, and workout equipment will be setup and installed by town of Ledyard staff, whose time will not be compensated using ARPA Senior Center funds.

ADS Program staff: Claire Cote Tel: (860) 424-4868; Email: claire.cote@ct.gov

[X] I have read this form and hereby attest, as an authorized representative of Town of Ledyard that Town of Ledyard meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject Town of Ledyard to recoupment of funds up to the amount received.

Signature  Date 08/13/24

Fred Allyn III, Mayor

Beneficiary Legal Name: Town of Ledyard

741 Colonel Ledyard Highway, Ledyard, CT 06339



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0730

Agenda Date: 8/20/2024

Agenda #: 1.



LEDYARD PARKS, RECREATION, AND SENIOR CITIZENS DEPARTMENT



Scott Johnson Jr
Director

12 Van Tassell Drive Gales Ferry CT 06335
(860) 464-9112

Monika Verebelyi

Assistant Director

PARKS RECREATION AND SENIOR CITIZENS COMMISSION *Director's Report August 2024*

Please note this update for your review.

1. **Commission Meeting:**

The regular meeting of the Commission is scheduled for Tuesday, August 20th, 2024, at 7:00 PM, in the Ledyard Senior Center. Please contact the office immediately if you will not be able to attend.

2. **Senior Prom:**

We have set the date as September 13th and tickets are on sale. We have secured a photographer, limo as a prop, caterer, high top tables, etc.

3. **Lantern Hill Valley Park:**

Dieter & Gardner Inc are working delineating/ flagging wetlands, adding topography to the existing map, and creating a site plan. Once done we should be ready to start the permit process.

4. **Senior Center ARPA:**

Our ARPA proposal was reviewed and approved by the state. The Mayor has signed the agreement and we are just waiting for a fully executed agreement back from the state so we can begin ordering supplies.

5. **DEEP Recreational Trail Grant:**

We have requested a one year extension for the DEEP Recreational Trail Grant. Still waiting to hear back from the state regarding the status.

6. **Summer Camp:**

Camp went well this year! It went so well and we had enough staff available that we were able to add a 7th week.

7. **Park Care Taker:**

We have lost our Park Care Taker and are currently looking for a replacement. We have coverage in the mean time.

8. **Ericson Parking Extension:**

Waiting on quotes for the prep and extension of the parking area at Ericson Park.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0727

Agenda Date: 8/20/2024

Agenda #: 1.



TOWN OF LEDYARD

Parks, Recreation & Senior Citizens Commission

Meeting Minutes - Draft

12 Van Tassel Drive
Gales Ferry, Connecticut 06339

Chairman
Kenneth J. DiRico

Tuesday, July 16, 2024

7:00 PM

Parks & Recreation/Senior Citizens
Center

I. CALL TO ORDER

Chairman DiRico called the meeting to order at 7:01 p.m. at the Ledyard Senior Center.

II. ROLL CALL

Present Commissioner Jessica Cobb
Chairman Kenneth J. DiRico
Commissioner Norma Sokolski
Commissioner Margaret Anne Harding
Commissioner Paula Crocker
Commissioner Lucrezia Finegan

Excused Alternate Member Loretta Kent

Non-voting Alternate Member Carol Ann Schneider
Lauren Hawes

In addition, the following were present:

Scott Johnson, Director of Ledyard Parks, Recreation, and Senior Center
Paul Picken, 3 Merry Bell Circle, Ledyard CT 06339

III. RESIDENTS & PROPERTY OWNERS COMMENTS

IV. PRESENTATIONS / INFORMATIONAL ITEMS

1. ARPA Grant

V. MEMBER COMMENTS

Ms. Harding stated that she has been corresponding with people who are using the Senior Center, as well as seniors in town, to see what ideas they may have. Feedback she has received is that they do not think the staff is involved enough and people that do not come to the center because they feel like they are treated like invalids.

Ms. Harding stated that she thought Matt Cicchese, the Assistant Director of Ledyard Parks, Recreation, and Senior Citizens Department, should come to the Commission Meetings to give us a rundown on things planned and ideas.

Ms. Sokolski stated that there is not a sense of community and there is no interaction from the staff. She also stated the seniors don't know what is going on there until they receive the Events Magazine. She requested that we have a meeting during the day so that the seniors could attend and bring up their concerns. Ms. Sokolski stated that we needed to get more people involved.

Ms. Finnegan asked if there had been a survey done recently. She also asked if we should have a sub-committee meeting so that it would be on the record.

Ms. Cobb stated that we needed to have the responses to the surveys.

Ms. Crocker stated that when we had meetings during the day, very seldom did any seniors attend. She also stated that the seniors get disappointed when a volunteer can not come to run an activity, the staff is unable to run it, and they cancel the event.

Ms. Schneider suggested that the commission members attend one of the Wednesday luncheons to see how it is run and to interact with the seniors.

Mr. Johnson responded that the newsletter is updated weekly and copies are in the entryway. He also stated that they do the Events Magazine, numerous FaceBook posts, put up flyers and have everything posted on the bulletin boards in the entryway and would take suggestions on the best way to reach out.

Mr. DiRico suggested we make a senior an ambassador to make a connection with other seniors at the center.

Ms. Harding asked the status of the street light at the corner of Van Tassel and Route 12. Mr. Johnson responded that is the responsibility of Chief Rich and the DOT he will follow up.

Ms. Harding asked the status of the flag in the front of the building. Mr. Johnson responded that it will no longer be put out until they have a light.

Ms. Sokolski asked about the status of the fire drill. Mr. Johnson responded he would schedule one when it gets cooler. Ms. Harding suggested that we do a practice run prior to scheduling.

Ms. Sokolski asked about the status of the card swipe at the entrance. Mr. Johnson stated he did not know it was not working and will check on it.

Mr. Johnson stated that they are working on changes and he hopes everyone will be excited for the changes.

VI. REPORTS

1.

MOTION to accept the Directors Report

RESULT: APPROVED AND SO DECLARED

MOVER: Lucrezia Finegan

SECONDER: Jessica Cobb

AYE 6 Cobb DiRico Sokolski Harding Crocker Finegan

EXCUSED 1 Kent

VII. APPROVAL OF MINUTES

1. MOTION to accept June Minutes

RESULT: APPROVED AND SO DECLARED

MOVER: Lucrezia Finegan

SECONDER: Jessica Cobb

AYE 6 Cobb DiRico Sokolski Harding Crocker Finegan

EXCUSED 1 Kent

VIII. OLD BUSINESS

1. Any other Old Business to come before the Commission.

XI. NEW BUSINESS

1. DISCUSSION to allow Boy scout to build a stage on Ledyard Town Green

RESULT: CONTINUE

2. DISCUSSION to allow Ledyard Football to build a floating deck at Judge Crandall

Mr. Picken stated that they had received deck treks from Lowes and would like to build a rolling deck 10 X 10 to house their fryers and grills for the snack bar. He stated that they would supply the gravel and build the deck and requires no support from Parks and Rec other than permission to build. He also stated that they would clear an EMT path.

RESULT: APPROVED AND SO DECLARED

MOVER: Lucrezia Finegan

SECONDER: Norma Sokolski

AYE 6 Cobb DiRico Sokolski Harding Crocker Finegan

EXCUSED 1 Kent

3. Any other New Business to come before the Commission.

MOTION to transfer an outside use air fryer that was donated to senior center and not being used to Ledyard Football.

RESULT: APPROVED AND SO DECLARED

MOVER: Jessica Cobb

SECONDER: Norma Sokolski

AYE 6 Cobb DiRico Sokolski Harding Crocker Finegan

EXCUSED 1 Kent

X. ADJOURNMENT

Ms. Crocker moved the meeting be adjourned, seconded
by Ms. Harding

The meeting adjourned at 8:11 p.m.

VOTE: 6-0 Approved and so declared



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0613

Agenda Date: 8/20/2024

Agenda #: 1.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0608

Agenda Date: 7/16/2024

Agenda #: 2.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Any other Old Business to come before the Commission.

Background:

(type text here)

Department Comment/Recommendation:

(type text here)



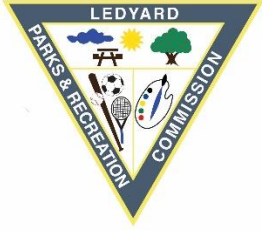
TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0728

Agenda Date: 8/20/2024

Agenda #: 1.



LEDYARD PARKS, RECREATION, & SENIOR CITIZENS DEPARTMENT



Scott Johnson, Jr.
Director

12 Van Tassell Drive, Gales Ferry, CT 06335
(860) 464-9112

Matthew Cicchese
Assistant Director

Dear Ledyard Parks, Recreation, and Senior Citizens Commission,

Ledyard Summer Playground 2024 operated on weekdays from June 24th to August 9th, from the hours of 8:45am to 3:15pm. We had a total of 293 children registered for our playground program, compared to 316 in 2023. We had 29 employees (14 of which were new, one who was let go Week 4, and one who quit Week 5) as well as six volunteers.

As far as registration went for this summer, the parents could register per week through the standard six-week program, as long as they were registered by the Friday before the week wanted. We had a total of 1022 weekly registrations, compared to 1141 in 2023. The Popcorn Kernels Camp (ages 4-6) took place at Gallup Hill School with a combined total of 224 registrations. The Colonels Camp (ages 7-9) took place at Ledyard Middle School with a combined total of 425 registrations. The Super Colonels Camp (ages 10-13) took place at Colonel Ledyard Park with a combined total of 285 registrations. Due to high demand, we decided to add a seventh week of camp this summer and split the campers between two groups, with 28 4-7yos at Gallup Hill Elementary, and 60 8-13yos at Colonel Ledyard Park.

In-House activities this summer included water slides, bounce houses, obstacle courses, dunk tanks, inflatable axe throwing, mechanical bulls, a mechanical shark, a mechanical surfboard, a petting zoo, three Curious Creatures shows, wipeout, Big Daddy's Racing, extreme octagon, foam parties, a velcro wall, cup stacking classes, Mystic Aquarium touch tanks, and a rock wall.

Our two younger camps went on five field trips each, and Super Colonels went on six. This summer, we included the cost of field trips into the cost of registration, so families only needed to register for one activity. Last year, summer camps were \$125/wk + \$15-45 for field trips, and this year there was a flat fee of \$175/wk.

Out of our 293 children, there were a few campers with special needs (i.e., ADD, ADHD, ODD, Autism Spectrum Disorder, PTSD, Learning Disabilities, etc.) that were provided with extra time and attention from our on-site paraprofessional, who was a great help to us this summer. We did our best to give these kids the same experiences as their peers and give them the best summer!

Overall, the summer of 2024 was a huge success. Though we had a decrease in registrations compared to last year, likely due to our price increase, we were still able to create a fun environment for all the campers and were continuously met with great feedback from parents and campers. As always, thank you for your continued support and we invite you to visit the summer playgrounds any time!

Sincerely,

Megan Rosen

Camp Supervisor, Ledyard Summer Playgrounds 2024



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0729

Agenda Date: 8/20/2024

Agenda #: 2.



LEDYARD PARKS RECREATION, AND SENIOR CITIZENS DEPARTMENT

Annual Report
FY 2024

We Merged!

This year was filled with many exciting things including the merge of Ledyard Parks and Rec, and Ledyard Senior Center! With this merge, we hope to expand what we are able to provide to the community, and we believe that we have proved that will work with how this year has gone!

In this report you will see data from our Facebook pages and our MyRec Software, you will see what events and services we offer, and you will see what improvements we have made, and what we plan to do in the future.

Staff this year

Scott Johnson Jr., Director
Matt Cicchese, Asst. Director
Ginny Hungerford, Office Assistant
Courtney Sizer, Office Assistant II
James Metcalf, Site Nutritionist
Donielle Walko, Park Care Taker
Nancy Osella, Van Driver
Scott Fain, Van Driver
Russell Smith, Van Driver

Donations

Between the Ledyard Parks, Recreation, and Senior Center, we have received almost \$2,000! This has helped us provide more for the community, and run more programs/events. We have also received many walkers, puzzles, craft supplies, and books as well!

In addition to this, various groups take donations and returns here as well. We will do Prescription Drug Take Backs on advertised days, we take used glasses, bottles, cans, and even plastic!



Program Registrations

The data on the next page offers a compelling look at the diversity of our programs offered. This shows a various amount of participation and engagement through our town.

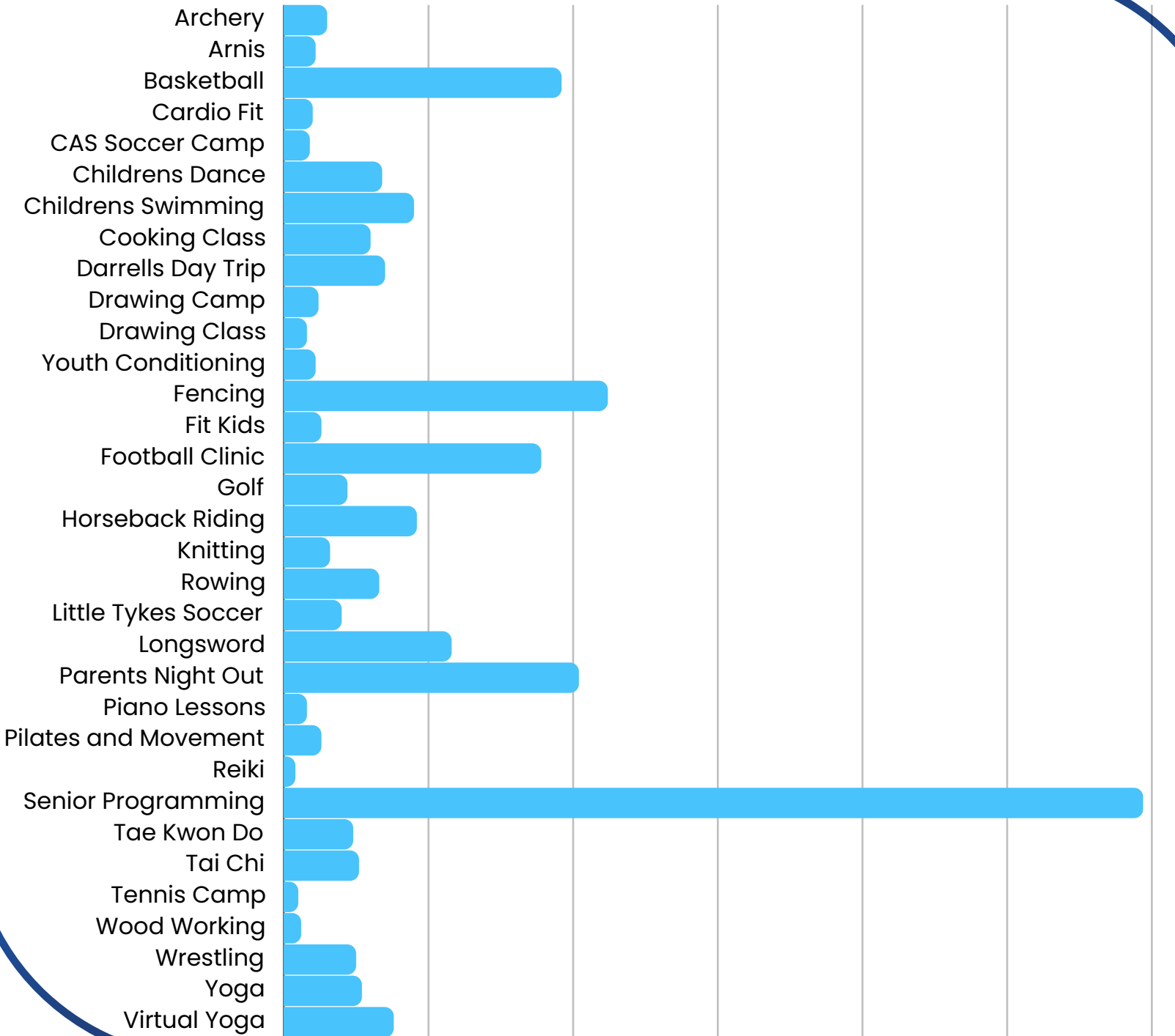
We have seen much growth in our Parents Night Outs as well as some of our Sports classes. Our Fencing and Football programs took the top 2 spots at 112 and 89 respectively.

Our Senior Programs had a total of 297 registrations for classes and 107 registrations for trips. This was an average of 15 people per class taken.

Notably, Summer camp has taken a large amount of registrations. We had a total of 1,141 registrations this summer.

In total we had 4,452 registrations

Amount of Registrations





Facebook Summaries

Facebook has revolutionized how we connect with our community. It allows us to communicate in a more efficient and dynamic manner, providing timely reminders even when we're not in the office. Additionally, the ability to access and post updates from home ensures that we remain engaged and responsive to our community's needs at all times.

Parks and Recreation Facebook Page

- Reach: We reached 22.3% more people than last year, with a total reach of 20.1k. This demonstrates enhanced visibility and audience engagement.
- Impressions: Our content made 218.6k impressions, indicating a broad audience exposure.
- Content Interactions: There were 2.3k interactions with our content, reflecting strong engagement.
- Followers: Our follower count increased to 3.1k, showing a growing community interest.
- Total Posts: We made 177 posts over the year, consistently sharing updates and information.

Senior Center Facebook Page

- Reach: Our reach was 8.2k, engaging a dedicated audience. This shows that seniors are using Facebook to get information.
- Impressions: We made 53.6k impressions, showcasing our content's broad visibility.
- Content Interactions: There were 1.2k interactions with our content, indicating a strong level of engagement.
- Followers: We have 848 followers, reflecting a committed community.
- Total Posts: We made 141 posts, regularly sharing relevant information and updates.

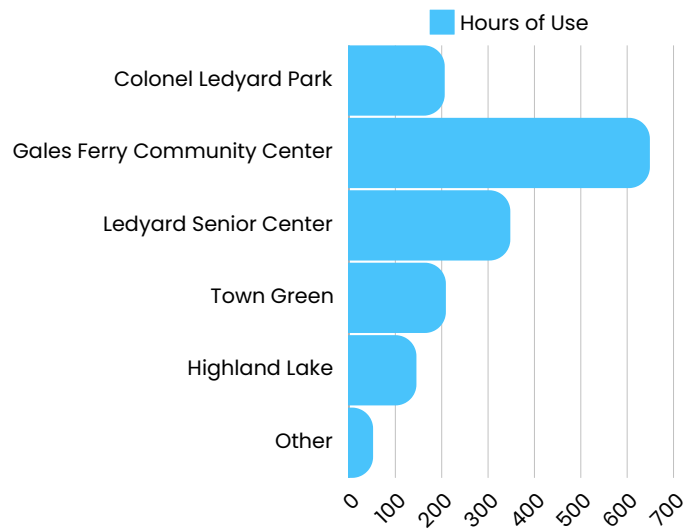
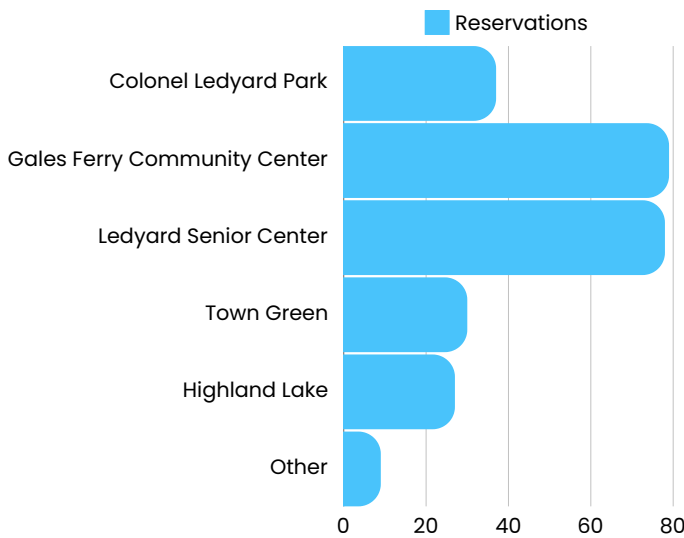


Public Facility Use

Our town's facilities were actively utilized by the community throughout the year. Below, you'll find detailed summaries of facility reservations and usage hours, highlighting the engagement and importance of these spaces in supporting local activities and events. This data does not include all programs we run.

Key Highlights

- Gales Ferry Community Center was the most utilized facility with 79 reservations, totaling 649 hours.
- Ledyard Senior Center had the second-highest number of reservations with 78, amounting to 348 hours.
- Colonel Ledyard Park saw significant use with 37 reservations and 206 hours and 30 minutes.
- Smaller parks like Sawmill Park and Erickson Park had fewer reservations but still played a role in community activities.



Overall, the data reflects impressive community engagement with our town's facilities. The high reservation and usage rates at key locations like the Gales Ferry Community Center and Ledyard Senior Center showcase their value as central hubs for community activities. Even smaller parks and facilities contributed to the community's vibrancy, offering spaces for various events and gatherings throughout the year.

Events



Spring Egg Hunt



Shining Stars



Trunk or Treat



Halloween Luncheon



Memorial Day Parade



**1st Annual Colonel Melee
Tournament**

We had many successful events this year! Over 2000 kids showed up to our Trunk or Treat and around 650 showed up to the Egg Hunt. We held our first Fencing Tournament and raised over \$2000 for the program! As well as this, we hosted Shining Stars for the 5th Graders to talk to our seniors and play games, we held various lunch parties (Christmas, St. Patrick's Day, Halloween, Thanksgiving, Easter, ect.) and we even took part in the Memorial Day Parade!

Services

We offer many different services at our facility. Here is a look at them.

SCHOLARSHIP FUNDS

\$8,779 was used to provide low income families with childcare through our Scholarship program. This helped a total of 20 different kids for up to 6 weeks of camp each.

HAIR SALON

We have a Hair Salon located in our Facility. This gives seniors, and the public a more affordable hair care option.

FREE BLOOD PRESSURE CLINIC

Our Ledyard Nurse will take your blood pressure the second Wednesday of every month from 11 a.m. to noon. Karen will counsel seniors on their meds, healthy eating habits and exercise.

MUNICIPAL AGENT

To disseminate information to elderly persons and assisting such persons in learning about community resources which are available to the public.

SENIOR CENTER CAFÉ

Join us for delicious and affordable (\$2 - \$4) breakfast and lunch menu items, Monday through Friday, here at the Senior Center. Breakfast served from 9:00 am – 11:00 pm and lunch at 12:00 pm.

WEEKLY WEDNESDAY LUNCH

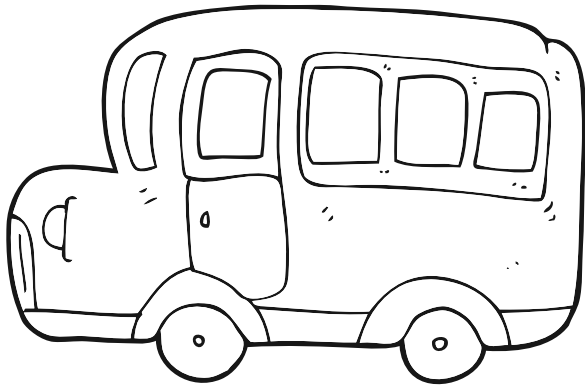
We offer a weekly Wednesday lunch, including dessert, for \$7.00. We offer Curbside Pickup and Dine in options. This year we served 1139 lunches. This service is available to the general public, though it is most advertised to our seniors.

BREAKFAST BUFFET

This year we had 1,342 people filling plates at our Breakfast Buffet that is every Tuesday morning for \$5! We serve eggs, bacon, sausage, pancakes, and home fries. This is open to the general public.

TVCCA MEALS ON WHEELS

Our Meals on Wheels program provides meals to our homebound seniors, as well as low income seniors. We have many who utilize this program.



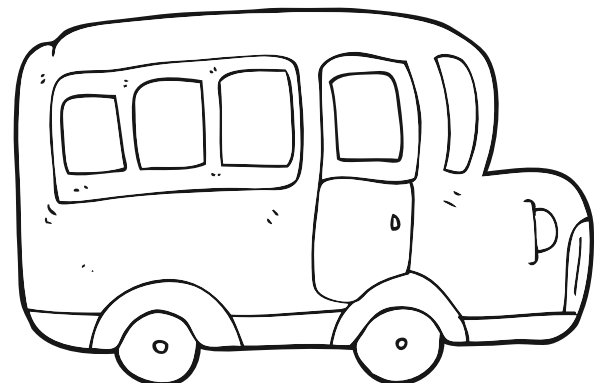
Transportation Services

The Ledyard Senior Center offers daily transportation to the Center for activities including lunch, along with rides to medical appointments and other necessities according to the schedule below. All individuals using our transportation complete an annual transportation form so we can stay updated with all medical conditions, as well as the utilization of our services. A wheelchair lift is available on 2 of the vehicles. We recently got a new mini-van to use for transportation as well. We service Ledyard, Gales Ferry, New London, Groton, Mystic, Waterford, Norwich and other towns in New London County.

SENIOR VAN SCHEDULE

MONDAY: Senior Center, Doctor Appointments
TUESDAY: Senior Center, Doctor Appointments
WEDNESDAY: Senior Center
THURSDAY: Senior Center, Doctor Appointments
FRIDAY: Senior Center, Stop & Shop or Walmart
1st Friday - Bank Run

We take donations for our transportation services. We suggest \$1-2 per ride. From these donations, we raised \$638



Improvements

This year we made a LOT of changes. With a brand new staff we are hoping to improve our presence in the community by advertising more, running more programs, and hosting more events!

The merge of the Parks and Recreation Dept. and the Ledyard Senior Center has proved that as one department, there is so much more we can offer. This merge has started bringing the younger seniors into the building, and has started bringing more programs and event to the table as well. We know it has felt a bit stagnant lately, but we know that in due time, you will be able to see the difference.

This being said, there are many projects that have been completed over the course of this year.

- We partnered with the Eastern CT Conservation Group, as well as our local Garden Club to create sustainable rain gardens. These provide an appealing look, cleaner water going into near by lakes and such, and helps the wildlife get the nutrition they need as well.
- We also refreshed the walking path at Erickson Park. This made it so that people have a nice track to walk/run on.
- At Judge Crandall we raised irrigation heads and replaced overhead doors.
- We added sand to the Highlands Park beach in order to make it more appealing.
- Depta field was top-dressed and dragged, to improve turf quality.
- We added mulch to various playgrounds to create a safer environment for kids.
- Public works also was kind and has helped us out. They provided us with a new Heating/Cooling HVAC system, as well as got our roof at the Ledyard Senior Center replaced.

Plans for Next Year!

- We have applied for an ARPA funding grant, which will give us the money to replace the carpet, wall dividers, chairs, tables, and create a gym space for our facility!
- Next year, we are looking to bring new (and old) events back! We will be hosting a Senior Prom for our 55+ crowd, we will be bringing back the Light Parade after a 6-ish year break, we are looking into different ideas such as trivia, family game nights, and other community events as well.
- With Judge Crandall's age, we know that it needs some repairs done. We will be replacing the garage doors for the concession stand as it is broken.
- We know that many people rent out our spaces. Each of these people receive the keycode for the buildings. This can be a safety concern, and may cause people to be in a building when they do not have it reserved. For this reason we will be purchasing automated locks. This will make it so we are able to schedule when different buildings are unlocked, and we can assign codes to different people when the space is rented.
- At Colonel Ledyard Park, we will be giving the Basketball courts some much needed love. We will be repairing low spots, filling cracks, and cleaning these courts up!
- Since we are adding a gym in our building, we will need an area to store all materials and such for the center that are in that room now. This is why we will be getting a Conex Storage container. This will provide much needed storage.
- We understand that there is a very high demand for court space when it comes to Pickleball and Tennis. To resolve this issue, we will be installing 2 Pickleball courts behind the Gales Ferry Community Center!



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 24-0731

Agenda Date: 8/20/2024

Agenda #: 3.



**TOWN OF LEDYARD
CONNECTICUT**

741 Colonel Ledyard Highway
Ledyard, CT 06339
(860) 464-3235 [Phone]
(860) 464-1126 [Fax]

Request for Proposals 2019-03

**GRASS CUTTING and
TRIMMING SERVICES
for
PARKS AND RECREATION FACILITIES
TOWN OF LEDYARD, CT**

January 2, 2019



TOWN OF LEDYARD CONNECTICUT

741 Col. Ledyard Hwy.
Ledyard, CT 06339
(860) 464-3235 [Phone]
(860) 464-1126 [Fax]

TOWN OF LEDYARD Request for Proposals #2019-03

GRASS CUTTING and TRIMMING SERVICES for PARKS AND RECREATION FACILITIES TOWN OF LEDYARD, CT

The Town of Ledyard requests sealed bids for grass cutting and trimming services for the Town of Ledyard. The bid package is available at the Town's Website at <http://ledyardct.org> (click on tab "RFPs & Bids"). Bidders are responsible for checking this Website for any amendments to the Request for Proposal throughout the bidding process.

Bids will be received until 2:00 p.m. on Thursday, February 7, 2019, at the above address at which time they will be publicly opened and read aloud in Town Hall. Any bids received after 2:00 p.m. on February 7 will be returned unopened to the bidder.

The Town of Ledyard reserves the right to reject any or all bids and waive informalities or irregularities in the bid procedure or bids.

The award of a contract, if awarded, will be to the lowest responsible bidder, provided that the bid is reasonable, and provided that it is in the best interest of the Town of Ledyard to accept such bid, and subject to any choice by the Town of Ledyard as to any alternate specifications as may be agreed upon.

Marcia Hancock
Director of Finance

BIDDING INSTRUCTIONS

The Director of Finance will receive sealed bids for grass cutting and trimming services for the Town of Ledyard Parks and Recreation facilities.

CLOSING DATE

Bids will be received until 2:00 p.m., Thursday February 7, 2019 at which time they will be publicly opened and read aloud in Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT

INSTRUCTIONS

Bidder Qualification Form (Pages 11-12), Bid Form (Page 13) and pictures of equipment and one other form of ownership (see Section II – Equipment) are to be submitted in a sealed envelope addressed to:

Director of Finance
Ledyard Town Hall
741 Colonel Ledyard Highway
Ledyard, CT 06339

Envelopes are to be endorsed in the lower left-hand corner, “RFP 2019-03: Grass Cutting and Routine Maintenance Services.”

Bidder’s name and address is to appear in the upper left-hand corner.

I. QUALIFICATION OF BIDDERS

Contractors submitting bids must be an established maintenance or mowing firm with a minimum of five years in said business. **Must have sufficient staff (3) to complete all work as describe in said bid.** The Town of Ledyard (“the Town”), will make such investigations as it deems necessary to determine the qualifications of the Contractor to perform the work. The Contractor shall furnish to the Town all information and data for this purpose in the form as the Town may require. The Town reserves the right to reject any bid if evidence submitted by Contractor or by the Town’s investigation of Contractor fails to satisfy the Town that the Contractor possesses the skills, ability and integrity necessary for a faithful performance of the work. Conditional bids will not be accepted.

In determining the skill, ability, and integrity of the bidder the following will be considered: whether the bidder (a) has previously failed to perform properly or complete on time a contract of a similar nature; (b) is not in a position to perform the contract; (c) has habitually and without justification neglected the payment of subcontractors, material or employees; (d) maintains a permanent place of business; (e) has adequate manpower and equipment to do the work properly and expeditiously; (f) has suitable financial status to meet the obligations necessary to do the work; (g) has appropriate technical experience.

II. EQUIPMENT

It is the responsibility of the Contractor to determine the appropriate equipment and materials needed to accomplish all grass cutting and routine maintenance according to the time schedule needs determined by the Parks and Recreation Director. Grass cutting for each park, ball field, and beach must be begun and completed in no longer than two days. The successful contractor will be required to furnish all equipment, including oil and gasoline for equipment. Equipment shall not be left unattended at any of the fields, parks or open areas, and shall be removed from the work sites daily. The successful Contractor must provide its own vehicles for transporting equipment to and from work sites.

The Contractor will be required to furnish the following equipment:

- A. Two (2) Hustlers or similar – range wing 14 foot rotary cut
- B. Three (3) Hustlers or similar – four wheel drive, 72 inch cut
- C. Two (2) push mowers
- D. Commercial type weed whacker with a minimum of three (3) staff to trim all properties as described in specifications.

Bidder must provide pictures and one other form of ownership with identification for all equipment as part of their bid package. Bidder must have sufficient personnel to carry out all job assignments according to the time schedule set forth by the Director of Parks and Recreation.

III. CUTTING SEASON

Cutting season commences in mid-April with final cutting in mid-November. Two cuttings per week will be required April through June and September through November as determined by the Parks and Recreation Director. Grass cutting for each park, ball field, and beach must be begun and completed in no longer than two days.

IV. CUTTING HEIGHTS

Grass at all sites is to be between the height of two inches at all times at all athletic facilities, parks, beach area, open spaces and soccer fields. All areas are to be trimmed.

V. LOCATIONS OF FACILITIES FOR GRASS CUTTING

See Schedule A for list of locations to be cut. It is the responsibility of each Contractor to become familiar with each facility and the grass cutting requirement of each. All bidders are responsible for viewing all athletic fields, parks, playgrounds and other open areas to be cut and trimmed. Failure on the part of any bidder to make such thorough examination shall not be grounds for any declaration that the bidder did not understand the conditions of this invitation to submit a proposal for labor and services.

VI. GENERAL CONDITIONS

The successful Contractor will be required to execute a contract with the Town of Ledyard for the services to be provided no later than 45 days after award of the bid.

The successful Contractor will be required to furnish all equipment, including oil and gasoline for equipment. Equipment shall not be left unattended at any of the fields, parks or open areas, and shall be removed from the work sites daily. The successful Contractor must provide its own vehicles for transporting equipment to and from work sites.

The ultimate objective of the labor and services to be provided by the successful Contractor is that the athletic fields, parks, beach, playgrounds and picnic grounds shall be kept in good repair and free of debris according to the needs of the Parks and Recreation Department and the Youth Leagues of the Town of Ledyard. Accordingly, the successful Contractor will be required to guarantee and warrant that they have sufficient equipment, experience, and expertise to determine the time and number of employees necessary to accomplish said objective in his/her proposal.

Due to the nature of said work, sufficient latitude is to be provided to perform additional requirements that may arise or other related work to ensure safe, clean, playable athletic facilities and usable parks and beaches and/or other properties under the jurisdiction of the Parks and Recreation Department.

VII. SCHEDULING AND RESPONSE TIME

The schedule for grass cutting and trimming will be done at such times as facilities are not scheduled for official functions and any work necessary to be performed after regular working hours on Sundays or legal Holidays shall be performed without additional expense to the Town.

All necessary dates, opening days and special requirements shall be formulated by Contractor two weeks prior to the commencement of various league functions and other activities.

The Contractor's response time will be no greater than four (4) hours, seven days per week for the length of this contract.

It is the responsibility of the Contractor to check in with the Parks and Recreation staff daily to inquire of last-minute items or additional needs. Contractor is to call the office of the Ledyard Parks and Recreation Department, Monday through Friday, between the hours of 7:30 a.m. and 8:30 a.m. for updates. If the Director is not available, his designee will inform the Contractor of current needs.

VIII. CONDITIONS OF WORK

The Contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified in accordance with the provisions of this contract and said specifications.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of this contract, specifications, and shall complete the entire work to the satisfaction of the Parks and Recreation (PARKS & RECREATION) Director.

IX. WEATHER CONDITIONS OR OTHERWISE

In the event of temporary suspension of work, or during inclement weather, or whenever the Parks & Recreation Director shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the P & R Director, work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

X. PROTECTION OF WORK AND PROPERTY – EMERGENCY

The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Town, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, in a diligent manner. He shall notify the Parks & Recreation Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Parks & Recreation Department for approval.

XI. REPORTS, RECORDS, AND DATA

The Contractor shall submit to the Town on a monthly basis all schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Town may request concerning work performed or to be performed under this contract.

XII. PAYMENTS

- A. Payment for work shall be done by purchase order and subsequently a check or electronic payment to the Contractor upon weekly inspection and approval of the Parks & Recreation Director and/or his designee.
- B. Five percent (5%) of the total contract will be retained by the Town for a period of thirty (30) days from the completion of the final assignment per contract award year.
- C. The Contractor shall pay for all materials, tools, and other expendable equipment at 100% of the cost NO later than 30 days after delivery of said materials, tools, and equipment to the job site and providing said materials, tools, and equipment are in a condition satisfactory to the Contractor and the Parks & Recreation Director. The balance of the cost thereof is to be paid before the final payment and acceptance by the Town. Unpaid outstanding bills for materials constitutes an incomplete project and will hold up final payment to the Contractor.
- D. The Contractor shall pay to each of his subcontractors, not later than ten (10) days following each payment to the Contractor, the respective amount of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

XIII. REQUIREMENTS: GENERAL INSURANCE

The successful Contractor must maintain in force continuously during the term of the contract workers compensation insurance and comprehensive liability insurance for both personal injury and property damage as required under this paragraph. The Contractor shall not allow any subcontractor to commence work on a subcontract until certificates of said insurance satisfying the requirements of this paragraph have been provided by the subcontractor to and approved by the Parks & Recreation Director and/or his designee.

The Contractor must carry insurance under which the Town is named as an assured as follows:

- A. Worker's Compensation – as required by State Statute
- B. Commercial Liability as follows:
 - \$2,000,000 – General Aggregate
 - \$2,000,000 – Products Completed Operations Aggregate
 - \$1,000,000 – Personal & Advertising Injury
 - \$1,000,000 - Each Occurrence Bodily Injury and Property Damage
 - \$ 100,000 – Fire damage, Any One Fire
 - \$5,000 – Medical Payments, Any One Person Including Explosion
Collapse & Underground
- C. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage.

Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment.

Certificates of insurance must be submitted to the Finance office within 30 days of signing the contract.

Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this contract.

XIV. PERFORMANCE MATERIALS AND LABOR BOND

A Performance, Materials, and Labor Bond in the amount of \$20,000 will be required from the successful bidder for the faithful performance of the contract. The bond must be made out in favor of Ledyard and executed by a surety company authorized to do business in the State of Connecticut. The security must be posted and accepted within thirty (30) days of the notification of award and prior to the commencement of any work under the contract.

XV. INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the Town of Ledyard, Connecticut, and its officers, agents, and employees on account of any and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents, and employees of the Town of Ledyard or (b) the Contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions, or neglect of the Contractor or his subcontractor or material men, or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of Ledyard for damage to property of the Town of Ledyard caused by the contractor or his employees, agents, subcontractors, or material men, or by faulty, defective, or unsuitable material or equipment used by him or them.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract. Use State of Connecticut Department of Transportation, Form number CON-32 entitled Certificate of Insurance.

XVI. DEFAULTS

If the Contractor shall fail in the prosecution of the work under this contract, to perform any provisions of this contract, the Town of Ledyard after a five (5) day written notice to the Contractor to remedy such failure, the Town, without refusal of neglect of the Contractor to remedy such failure, the Town without prejudice to any other remedy the Town may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Town shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the Contractor. Any expense or cost arising out of the Contractor's negligence, or that of its agents

or employees for replacing defective work, and for the disposal of material wrongfully supplied may be paid by the Town for the account of the Contractors and deducted from the contract sum then or thereafter due the Contractor.

XVII. SPECIAL CONDITIONS

Special care shall be taken to prevent contamination or muddying, silting, or interfering in any way with stream flows along the line of work. No waste matter of any kind will be allowed to discharge into the streams flows or impounded waters of any ponds or other bodies of water.

XVIII. PROBATION

The first two (2) months of this contract will be considered a trial period. This is a period of adjustment and evaluation during which either the Contractor or the Town of Ledyard may terminate this contract for any reason. This period shall provide the Town with the opportunity to carefully assist the Contractor's performance. It also shall provide the Contractor with an opportunity to decide whether he is satisfied with the conditions of this contract.

XIX. CONTRACT

The period of the contract will be from July 1, 2019 through June 30, 2023 with an OPTION to renew at the same terms and at the pricing stated on the bid form for an additional two (2) years upon mutual consent of both parties. The Town's exercise of the option to renew will be based upon satisfactory seasonal evaluations, sufficient operating budget appropriation, overall performance, response time, cooperation, job productivity, and, most importantly, dependability. A contract and all insurance forms are to be signed and in effect within 30 days of signing the contract.

XX. EVALUATIONS

Evaluations will be completed three (3) times per year based upon the following schedule:

- 1st evaluation will be for the months of July and August. The evaluation will be presented to the Parks and Recreation Commission by the Director in September.
- 2nd evaluation will be for the months of September, October and November. The evaluation will be presented to the Parks & Recreation Commission by the Director in December.
- 3rd evaluation will be for the months of April, May and June. The evaluation will be presented to the Parks and Recreation Commission by the Director in July.

The Contractor at any time may request to meet with the Director or the Facility and Maintenance Committee of the Parks and Recreation Commission to discuss any evaluation or any other items pertaining to the contract or maintenance of Ledyard's facilities. The Contractor will have the opportunity to resolve any negative evaluations; if not resolved to the satisfaction of the Parks and Recreation Director or the Parks and Recreation Commission, the Town may deem this a breach of the terms of the contract and may void the contract.

XXI. CONTACT PERSONS

Please direct all inquiries concerning the performance of this bid to Donald A. Grise, Director of Parks and Recreation, at 860-464-9112, and all inquiries concerning the bid procedure to Marcia Hancock, Director of Finance, at 860-464-3235. Contact of any Town official other than these two listed may be cause for rejection of bidder's proposal.

BIDDER QUALIFICATION FORM

The bidder is required to complete the following form and to submit it with his/her bid to enable the Town to make inquiries and judge as to the bidder's experience, skill, available financial resources, credit, and reliability.

A. Number of years the bidder has been in the grass cutting business: _____

B. All names by which the bidder has conducted business during the previous five (5) years

C. List the grass cutting and routine maintenance contracts presently under contract by the bidder, annual dollar value of the contract, and contract completion date(s).

D. Has the bidder ever failed to complete work awarded: Yes No

If so, state the circumstances: _____

E. Does the bidder intend to subcontract any of the services required under this contract?
Yes No

If the answer is Yes, please identify the firm or firms you intend to use, and briefly describe their experience and qualifications.

- F. Please identify the equipment to be used on this contract by type, model, year, capacity, and owner. If not owned by your firm at the time of bid submission, indicate if the equipment (s) is to be rented or purchased along with evidence that a firm agreement exists for your acquisition of the equipment contingent upon award of the contract.

Please address in detail whether the equipment identified above is sufficient for completing work in the time required as stated in this document.

- G. List your references (preferably municipalities) and those of any firms with whom you intend to subcontract:

- H. Name and address of your Bank reference:

BID FORM

Bids are due in the Mayor’s Office, 741 Colonel Ledyard Highway, Ledyard, CT 06339, on or before 2:00 p.m., Thursday, February 7, 2019. Bids must be in a sealed envelope addressed to Director of Finance, Town of Ledyard, and marked “RFP 2019-03: Grass Cutting and Trimming Services.”

PROPOSAL

We, the undersigned, hereby agree to furnish the services outlined in the Town of Ledyard, Bid #2015-10, at the cost stated below. **Please note that your bid proposal must be for a four (4) period as designated below.**

\$ _____ July 1, 2019 through June 30, 2023 _____

NON-COLLUSIVE BID STATEMENT

The undersigned Bidder certified that his bid is made independently and without collusion, agreement, understanding, or planned course of action with any other Bidder and that the contents of his bid shall not be disclosed to anyone other than his employees, agents, or sureties prior to the official bid opening.

Signature

Bidders Name (Printed): _____

Address: _____

Signed by: _____

Title: _____

Phone: _____

Date: _____

SCHEDULE A: GRASS CUTTING SITES

<u>SITE</u>	<u>LOCATION</u>
Purdy/Clarks Field	Town Farm Road
Pfizer's Field	Route 214
Christy Hill	East Drive
Highland's Lake	Shewville Road
Aljen Heights	Aljen Avenue
Sawmill Park	Iron Street (Rte 214)
Model Park	Model Park Road (Highlands area)
Board of Ed/Parks & Rec Office	Blonders Boulevard
Colonel Ledyard Park (all athletic facilities and park)	Blonders Boulevard
Judge Crandall Complex (all athletic facilities and surrounding areas)	Junction Routes 12 & 214
35 Country Club Road (old well house)	Country Club Road, Ledyard
Erikson Park	Military Hwy
Donahue Playground	Winthrop road
Ledyard Girls League main field	Ledyard Middle School (fenced field)

BIDDERS LIST *

F. E. Crandall Disposal Services, Inc.
168 Lambtown Road
Ledyard, CT 06339
860-536-8487
fcrandall@comcast.net

Regan Enterprises, LLC
89 Plaza Court
Groton, CT 06340
860-448-0101
patriciahnet@gmail.com

Matt Faherty
138 Trout Stream Drive
Vernon, CT 06066
860-872-9367
mfaherty@sbcglobal.net

Colonel Landscaping, LLC
PO Box 370
East Lyme, CT 06333
860-739-0008
Nicholas@colonellandscaping.com

LandCare and Design
PO Box 295
Ledyard, CT 06339
860-464-8169
pondreicka@yahoo.com

Earth, Turf, and Snow
103 Brook Street
Groton, CT 06340
860-204-7203
earthturfsnow@gmail.com

Three D Landscaping
105 Reuteman Road
North Stonington, CT 06359
860-961-8272
rdeledda@comcast.net

GTM Services
25 Oil Mill Road
Waterford, CT 06385
860-447-1200
gtmlawnservice@yahoo.com

Spanos Landscaping
175 Miller Road
Preston, CT 06365
860-917-0855
tim@spanoslandscaping.com

*** Bidding is not restricted to the companies on this list.**



**TOWN OF LEDYARD
CONNECTICUT**

741 Colonel Ledyard Highway
Ledyard, CT 06339
(860) 464-3235 [Phone]
(860) 464-1126 [Fax]

Request for Proposals #2019-04

ROUTINE MAINTENANCE SERVICES

**for
PARKS AND RECREATION FACILITIES
TOWN OF LEDYARD, CT**

January 2, 2019



TOWN OF LEDYARD CONNECTICUT

741 Col. Ledyard Hwy.
Ledyard, CT 06339
(860) 464-3235 [Phone]
(860) 464-1126 [Fax]

TOWN OF LEDYARD Request for Proposals #2019-04

ROUTINE MAINTENANCE SERVICES for PARKS AND RECREATION FACILITIES TOWN OF LEDYARD, CT

The Town of Ledyard requests sealed bids for routine maintenance services for the Town of Ledyard. The bid package is available at the Town's Website at <http://ledyardct.org> (click on tab "RFPs & Bids"). Bidders are responsible for checking this Website for any amendments to the Request for Proposal throughout the bidding process.

Bids will be received until 2:00 p.m. on Thursday, February 7, 2019 at the above address at which time they will be publicly opened and read aloud in Town Hall. Any bids received after 2:00 p.m. on February 7 will be returned unopened to the bidder.

The Town of Ledyard reserves the right to reject any or all bids and waive informalities or irregularities in the bid procedure or bids.

The award of a contract, if awarded, will be to the lowest responsible bidder, provided that the bid is reasonable, and provided that it is in the best interest of the Town of Ledyard to accept such bid, and subject to any choice by the Town of Ledyard as to any alternate specifications as may be agreed upon.

Marcia Hancock
Director of Finance

BIDDING INSTRUCTIONS

The Director of Finance will receive sealed bids for routine maintenance services for the Town of Ledyard Parks and Recreation facilities.

CLOSING DATE

Bids will be received until 2:00 p.m., Thursday February 7, 2019, at which time they will be publicly opened and read aloud in Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT

INSTRUCTIONS

Bidder Qualification Form (Pages 16-17), Bid Form (Page 18), and pictures of equipment and one other form of ownership (see Section II – Equipment) must be submitted in a sealed envelope addressed to:

Director of Finance
Ledyard Town Hall
741 Colonel Ledyard Highway
Ledyard, CT 06339

Envelopes are to be endorsed in the lower left-hand corner, “RFP 2019-04: Routine Maintenance Services.”

Bidder’s name and address is to appear in the upper left-hand corner.

I. QUALIFICATION OF BIDDERS

Contractors submitting bids must be an established maintenance or mowing firm with a minimum of five years in said business. The Town of Ledyard (“the Town”), will make such investigations as it deems necessary to determine the qualifications of the Contractor to perform the work. The Contractor shall furnish to the Town all information and data for this purpose in the form as the Town may require. The Town reserves the right to reject any bid if evidence submitted by Contractor or by the Town’s investigation of Contractor fails to satisfy the Town that the Contractor possesses the skills, ability and integrity necessary for a faithful performance of the work. Conditional bids will not be accepted.

In determining the skill, ability, and integrity of the bidder the following will be considered: whether the bidder (a) has previously failed to perform properly or complete on time a contract of a similar nature; (b) is not in a position to perform the contract; (c) has habitually and without justification neglected the payment of subcontractors, material or employees; (d) maintains a permanent place of business; (e) has adequate manpower and equipment to do the work properly and expeditiously; (f) has suitable financial status to meet the obligations necessary to do the work; (g) has appropriate technical experience.

II. EQUIPMENT

It is the responsibility of the Contractor to determine the appropriate equipment and materials needed to accomplish all routine maintenance according to the time schedule needs determined by the Parks and Recreation Director.

The Contractor will be required to furnish all routine maintenance equipment as required below, including oil and gas for all equipment. The successful Contractor must have the following equipment:

- a tractor equipped to pull a 72” over seeder and an aerator, and with a bucket on the tractor
- a dump truck capacity to meet contract requirements
- trailer sufficient to move 15’ bleachers, soccer goals, and picnic tables
- backhoe
- landscape grooming equipment with the following attachments: aerator, infield groomer (renovator), rake, and front plow
- 3-point hitch post hole digger
- sod cutter
- skid steer
- backpack blowers
- chain saws and power pole saw
- power trimmers
- plate compactor

Bidder must provide pictures and one other form of ownership with identification for all equipment as part of their bid package. Bidder must have sufficient personnel to carry out all

job assignments according to the time schedule set forth by the Director of Parks and Recreation.

III. LOCATIONS OF FACILITIES FOR ROUTINE MAINTENANCE

See Schedule B for list of facilities requiring routine maintenance. It is the responsibility of each Contractor to become familiar with each facility and the maintenance requirements of each. All Contractors should view all athletic fields, parks, the beach, all playgrounds and other open areas to be maintained, and shall judge for themselves all the circumstances and conditions affecting their bid proposal. Failure on the part of any Contractor to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Contractor did not understand the conditions of this invitation to submit a bid for labor and services.

Please note that the facilities have the necessary basic support equipment such as bases, home plates, pitcher's plates, soccer goals, football goals, player benches, bleachers, trash cans, tennis nets, basketball nets, etc. All support equipment must be stored properly during the winter months.

IV. SCOPE OF WORK

The Town of Ledyard Parks and Recreation facilities shall be maintained as follows:

A. SPRING PREPARATION OF ALL ATHLETIC FACILITIES

All baseball, softball, T-ball, soccer. This includes and shall not be limited to the following services; rototilling of all infields, baselines, edge cutting of all infields and base paths, rebuilding of all pitcher's mounds and home plate areas, rolling of all infields and outfields, liming, filling low areas in the infields and outfields, installation of pitcher's plate, home plate, bases, backstops (plastic), safety fencing (plastic) and other related work to ensure daily safe and playable athletic facilities.

- Deliver marking lime, rakes, shovels, etc. to all aluminum boxes.
- Move all bleachers as required.
- Check flagpole at Judge Crandall.
- Distribute aluminum boxes.
- Placement of trash cans, player benches, and picnic table.
- Spread loam/clay/sand/or beam clay.
- Fields to be laid out per league requirements.
- All fields to be rolled prior to spring play.
- Repair of all bleachers, player benches and picnic tables.
- Install soccer and lacrosse goals and paint the fields.

The Ledyard Parks and Recreation Department's spring baseball season traditionally opens in mid-April, and the maintenance work is usually completed by late July. However, maintenance work on some facilities may vary according to the particular needs of a facility and league.

B. SPRING PREPARATION OF HIGHLAND'S LAKE

This includes and shall not be limited to the following services: Installation of buoy lines, placement of aluminum boxes, boats, picnic tables, spread sand, drag beach, installation of volleyball net and necessary sand for court, installation of horseshoe pits, fill if needed, install/repair picnic area, add sand to playground, make necessary repairs to playground, small pavilion and grills, fill holes in parking lot, install necessary beach and safety signs, and other related work to ensure safe and clean beach area.

Highland's Lake traditionally opens to the public by mid May.

C. SPRING PREPARATION OF SAWMILL PARK, MODEL PARK, ERICKSON PARK AND LEDYARD FAIR GROUNDS

This includes and shall not be limited to the following services: Install all safety signs, picnic tables, benches, grills, clean entire area, make necessary repairs to swing set, slides, etc., remove brush/leaves, and all other related work to ensure safe and clean parks.

Maintenance work on Sawmill Park, Model Park and Erickson Park facilities commence in mid-April and stops the end of November.

D. ROUTINE MAINTENANCE TO ALL ATHLETIC FACILITIES

All baseball, softball, T-ball, lacrosse and soccer fields. This includes and shall not be limited to the following services: Dragging, painting, liming, filling holes, inspecting and making necessary repairs to bases, home plates, pitcher's mounds, safety fencing, rolling the infield and outfield of all fields, backstops, player benches, checking and adding marking lime if necessary. This to be done every Monday, Wednesday, and Friday of the playing season. Also includes all other related work to ensure safe and playable athletic facilities.

Infields located at Judge Crandall, Colonel Ledyard Park, Pfizer's and Christy Hill to be rototilled every two weeks. Outfields of all fields (aforementioned fields) to be aerated every two weeks.

Ledyard Parks and Recreation Department's spring baseball season traditionally commences in mid-April and the maintenance work is usually completed by late July. However, maintenance work on some facilities may vary according to the particular needs of the facility and league.

E. ROUTINE MAINTENANCE OF SAWMILL PARK, MODEL PARK, ERICKSON PARK AND FAIRGROUNDS

This includes and shall not be limited to the following services: Cleaning of entire picnic area, inspection/repair of picnic tables, cooking grills, replacement of bulbs, inspection and repair to playground equipment, inspection of tennis net/volleyball nets/basketball nets. Stain playground apparatus, repair/add landscaping timber, and add sand or other materials per the Parks and Recreation Director. Inspections to be done at least twice per week to ensure a safe and usable park.

Colonel Ledyard Park traditionally opens mid-April and officially closes mid-November.

F. ROUTINE MAINTENANCE OF HIGHLAND'S LAKE

This includes and shall not be limited to the following: Dragging (2 days per week) of beach prior to 8:00 a.m., cleaning of debris on the beach, rake out and fill depressions, fill and drag beach after heavy rainfall, fill and drag parking lot, check and repair lifeguard stands, fencing, volleyball court and playground area. Horseshoe pits, grills, park benches, picnic tables, pavilion, parking lot and other related work to ensure a safe and clean beach area. Highland's Lake traditionally opens to the public by mid May. Lifeguard coverage begins mid June, swim lessons begin last week in June and end second week of August, and lifeguard coverage ends Labor Day. Additional requirements are as follows; distribute aluminum boxes, drag volleyball court and add sand or clay when required.

G. FALL PREPARATIONS OF ALL SOCCER, FALL BASEBALL AND FOOTBALL FIELDS, AND SOFTBALL FIELDS.

This includes and shall not be limited to the following services: Layout of all soccer, fall baseball, and football fields per league instructions; erection of all soccer goals; fill depressions in the infield and on the field itself; install all soccer nets; weekly painting of all soccer fields on Wednesdays and football fields on Thursdays or Fridays; move bleachers, player benches and trash cans as required; dismantle fencing at Clark's Field; check flag pole at Judge Crandall; all football and soccer fields must be rolled; check lighting system at Judge Crandall and Clark's Fields; and ensure safe and playable athletic facilities. Fertilizing, seeding, and liming of all facilities each fall, which are: Judge Crandall, Pfizer's Field, Colonel Ledyard Park, Clark's Field, Purdy Field and Ledyard Middle School.

Season traditionally begins mid August and ends mid November. Additional requirements are as follows:

- Distribute bleachers, player benches, aluminum boxes and trash cans.

H. ROUTINE MAINTENANCE TO ALL SOCCER AND FOOTBALL FIELDS

This includes and shall not be limited to the following services: Weekly painting of all football and soccer fields, inspection of all goals, nets, bleachers, trash cans, removal of any surface rocks, and fill all depressions. Seed all worn areas on the football field and all soccer fields and aerate every week.

Note: Due to weather, football and soccer fields may be painted more than twice per week.

I. LEAGUE (SOFTBALL AND BASEBALL) OPENING DAY REQUIREMENTS.

Opening Day Ceremonies of Ledyard Leagues are as follows:

- Ledyard Girls Softball League traditionally conducts Opening Day on the last Saturday in April with the following Sunday scheduled as a rain date.
- Ledyard Youth League traditionally conducts Opening Day on the first Saturday in May with the following Sunday scheduled as a rain date.

The following requirements will be accomplished prior to 8:00 a.m. and to the satisfaction of League Officials on scheduled opening day (including rain date) for the Ledyard Youth League and the Ledyard Girls Softball League.

1. Ledyard Youth League

All spring preparatory work must be done. All bleachers must be in place with trash cans etc. The following fields will be used for Opening Day Ceremonies:

- 2 at Judge Crandall
- 2 at Pfizer's
- 2 at Colonel Ledyard Park
- 2 at Ledyard High School

The following must be done prior to ceremonies:

- Lime box areas, lime first base and third base lines
- Paint foul lines
- Drag then hand rake infields
- Install bases
- Check pitcher's mounds
- Clean entire area
- Any other items as desired by League Officials

2. Ledyard Girls Softball League

All spring preparatory work must be in place with trash cans, etc. for Opening Day. The following fields will be used for Opening Day:

- 2 at Middle School
- 1 at Ledyard Center School
- 1 at Pfizer's Field

The following must be done prior to ceremonies:

- Lime box areas, lime first base and third base lines
- Paint foul lines
- Drag, then hand rake infield
- Install bases
- Check pitcher's mounds
- Clean entire area
- Any other items as desired by League Officials.
- All work must be completed by 8:00 a.m.

J. SUPPORT MAINTENANCE

This includes and shall not be limited to the following services: Moving bleachers, aluminum boxes, picnic tables, playground boxes, player benches, sporting equipment such as basketball backboards, repair/install indoor soccer goals, repairing backstops, safety fencing, etc., spreading loam, clay, sand, fertilizing, seeding, making necessary repairs to any and all support/park/beach equipment aerate fields, seeding of all main athletic facilities, necessary repairs to all playground including additional sand, stain playground equipment, lumber, support equipment, all labor, equipment necessary for special events such as, softball, hardball, soccer tournaments and any other type of Special Activities.

K. PLAYGROUND AND BEACH OPERATIONS

This includes and shall not be limited to the following services: Deliver all necessary equipment to designated sites, deliver aluminum boxes, playground boxes, picnic tables and other equipment that is required to operate the beach and all playgrounds.

L. TOURNAMENTS

End of the season games or tournaments are held for Football, Soccer, Softball, Baseball, Wrestling, and Basketball and other related sports or activity sponsored by Ledyard Parks and Recreation Department and its co-sponsors.

1. FOOTBALL AND SOCCER.

All locations must be painted daily during the tournament, bleachers, trash cans, safety fencing, goals nets, player benches, trash cans, player boxes, safety fencing, lime, limers, and paint machines, all must be in place before games commence. All low areas must be filled with loam and seeded then rolled. All safety fencing be it green, white, or orange, must be installed per league instructions and any and all other related items necessary for a safe and successful tournament. Weekdays the fields must be ready by 4:00 p.m. and on weekends the fields must be ready by 7:00 a.m.

2. SOFTBALL AND BASEBALL.

All locations must be painted, limed, dragged, cleaned, trash picked up daily during the tournament, bleachers, trash cans, safety fencing, all home plates, pitcher's plates, bases, break-a-ways or anchor must be installed and recalculated for distance. Fill all holes be it in the infield or outfield, spread infield mix, rototill and roll both the infield and outfield, all safety fencing including fencing for dugouts and other safety features. All steel boxes must have lime, limers, quick dry, shovels, rakes, first aid kits, and bases. Weekdays the fields must be ready by 4:00 p.m. and on weekends fields must be ready by 7:00 a.m.

3. WRESTLING AND BASKETBALL.

All mats, junior size basketball backboards, all cages, all basketball equipment, cleaning materials, tables, and chairs must be transported to various schools in Ledyard or to Colonel Ledyard Park.

4. SPECIAL TOWN WIDE ACTIVITIES.

There may be requests from time to time to move picnic tables, bleachers, and other items required for the Ledyard Fair in September, Memorial Day Parade, Children’s Day and other Town wide activities.

M. PLAY AREAS

This includes and shall not be limited to the following services: spreading woodchips, repair of play sets, clean area twice (2) weekly, repair playground 4X4 borders and remove graffiti.

The play areas are:

- Highland’s Lake on Shewville Road, Ledyard
- Aljen Heights on Aljen Avenue, Ledyard
- Model Park on Model Park Road, Ledyard
- Pfizer’s Field on Route 214, Gales Ferry
- Colonel Ledyard Park on Blonder’s Boulevard, Ledyard
- Donahue Property on Winthrop Drive, Gales Ferry
- Christy Hill on East Drive, Gales Ferry

V. GENERAL CONDITIONS

The successful Contractor will be required to execute a contract with the Town of Ledyard for the services to be provided no later than 45 days after award of the bid.

The successful Contractor will be required to furnish all equipment, including oil and gasoline for equipment. Equipment shall not be left unattended at any of the fields, parks or open areas, and shall be removed from the work sites daily. The successful Contractor must provide its own vehicles for transporting equipment to and from work sites.

The ultimate objective of the labor and services to be provided by the successful Contractor is that the athletic fields, parks, beach, playgrounds and picnic grounds shall be kept in good repair and free of debris according to the needs of the Parks and Recreation Department and the Youth Leagues of the Town of Ledyard. Accordingly, the Contractor will be required to guarantee and warrant that they have sufficient equipment, experience, and expertise to determine the time and number of employees necessary to accomplish said objective in his/her proposal.

Due to the nature of said work, sufficient latitude is to be provided to perform additional requirements that may arise or other related work to ensure safe, clean, playable athletic facilities and usable parks and beaches and/or other properties under the jurisdiction of the Parks and Recreation Department.

VI. SCHEDULING AND RESPONSE TIME

The schedule for grass cutting and trimming will be done at such times as facilities are not scheduled for official functions and any work necessary to be performed after regular working hours on Sundays or legal Holidays shall be performed without additional expense to the Town. All necessary dates, opening days and special requirements shall be formulated by Contractor two weeks prior to the commencement of various league functions and other activities.

The Contractor's response time will be no greater than four (4) hours, seven days per week for the length of this contract.

It is the responsibility of the Contractor to check in with the Parks and Recreation staff daily to inquire of last-minute items or additional needs. Contractor is to call the office of the Ledyard Parks and Recreation Department, Monday through Friday, between the hours of 7:30 a.m. and 8:30 a.m. for updates. If the Director is not available his designee will inform the Contractor of current needs.

VII. CONDITIONS OF WORK

The Contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified in accordance with the provisions of this contract and said specifications.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of this contract, specifications, and shall complete the entire work to the satisfaction of the Parks and Recreation (P&R) Director.

VIII. WEATHER CONDITIONS OR OTHERWISE

In the event of temporary suspension of work, or during inclement weather, or whenever the P & R Director shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the P & R Director, work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

IX. PROTECTION OF WORK AND PROPERTY – EMERGENCY

The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Town, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, in a diligent manner. He shall notify the P&R Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the P & R Department for approval.

X. REPORTS, RECORDS, AND DATA

The Contractor shall submit to the Town on a monthly basis all schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Town may request concerning work performed or to be performed under this contract.

XI. PAYMENTS

- A. Payment for work shall be done by purchase order and subsequently a check or electronic payment to the Contractor upon weekly inspection and approval of the P&R Director and/or his designee.
- B. The Contractor agrees that the sum of 5% of the total contract will be retained by the Town for a period of thirty (30) days from the completion of the final assignment per contract award year.
- C. The Contractor shall pay for all materials, tools, and other expendable equipment at 100% of the cost NO later than 30 days after delivery of said materials, tools, and equipment to the job site and providing said materials, tools, and equipment are in a condition satisfactory to the Contractor and the P&R Director. The balance of the cost thereof is to be paid before the final payment and acceptance by the Town. Unpaid outstanding bills for materials, etc., constitute an incomplete project and will hold up final payment to the Contractor.
- D. The Contractor shall pay to each of his subcontractors, not later than ten (10) days following each payment to the Contractor, the respective amount of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

XII. REQUIREMENTS: GENERAL INSURANCE

The successful Contractor must maintain in force continuously during the term of the contract workers compensation insurance and comprehensive liability insurance for both personal injury and property damage as required under this paragraph. The Contractor shall not allow any subcontractor to commence work on a subcontract until certificates of said insurance satisfying the requirements of this paragraph have been provided by the subcontractor to and approved by the P&R Director and/or his designee.

The Contractor must carry insurance under which the Town is named as an assured as follows:

- A. Worker's Compensation – as required by State Statute
- B. Commercial Liability as follows:
 - \$2,000,000 – General Aggregate
 - \$2,000,000 – Products Completed Operations Aggregate
 - \$1,000,000 – Personal & Advertising Injury
 - \$1,000,000 - Each Occurrence Bodily Injury and Property Damage
 - \$ 100,000 – Fire damage, Any One Fire
 - \$5,000 – Medical Payments, Any One Person Including Explosion

Collapse & Underground

- C. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage.

Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment.

Certificates of insurance must be submitted to the Finance office within 30 days of signing the contract.

Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this contract.

XIII. PERFORMANCE and LABOR AND MATERIALS BONDS

A Performance, Labor and Materials Bond in the amount of \$20,000 will be required from the successful bidder for the faithful performance of the contract. The bonds must be made out in favor of Ledyard and executed by a surety company authorized to do business in the State of Connecticut. The security must be posted and accepted within thirty (30) days of the notification of award and prior to the commencement of any work under the contract.

Prior to submitting a bid, the bidder must inspect the site and study all plans, specifications, and bid documents. Failure to do so will not relieve the bidder from any obligations with respect to his bid.

XIV. INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the Town of Ledyard, Connecticut, and its officers, agents, and employees on account of any and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents, and employees of the Town of Ledyard or (b) the Contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions, or neglect of the Contractor or his subcontractor or material men, or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of Ledyard for damage to property of the Town of Ledyard caused by the contractor or his employees, agents, subcontractors, or material men, or by faulty, defective, or unsuitable material or equipment used by him or them.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract. Use State of Connecticut Department of Transportation, Form number CON-32 entitled Certificate of Insurance.

XV. DEFAULTS

If the Contractor shall fail in the prosecution of the work under this contract, to perform any provisions of this contract, the Town of Ledyard after a five (5) day written notice to the Contractor to remedy such failure, the Town, without refusal or neglect of the Contractor to remedy such failure, the Town without prejudice to any other remedy the Town may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Town shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the Contractor. Any expense or cost arising out of the Contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongfully supplied may be paid by the Town for the account of the Contractors and deducted from the contract sum then or thereafter due the Contractor.

XVI. SPECIAL CONDITIONS

Special care shall be taken to prevent contamination or muddying, silting, or interfering in any way with stream flows along the line of work. No waste matter of any kind will be allowed to discharge into the streams flows or impounded waters of any ponds or other bodies of water.

XVII. PROBATION

The first two (2) months of this contract will be considered a trial period. This is a period of adjustment and evaluation during which either the Contractor or the Town of Ledyard may terminate this contract for any reason. This period shall provide the Town with the opportunity to carefully assist the Contractor's performance. It also shall provide the Contractor with an opportunity to decide whether he (she) is satisfied with the conditions of this contract.

XVIII. CONTRACT

The period of the contract will be from July 1, 2019 through June 30, 2023 with an OPTION to renew at the same terms and at the pricing stated on the bid form for an additional two (2) years upon mutual consent of both parties. The Town's exercise of the option to renew will be based upon satisfactory seasonal evaluations, sufficient operating budget appropriation, overall performance, response time, cooperation, job productivity, and, most importantly, dependability. A contract and all insurance forms are to be signed and in effect for each contract within 30 days of signing the contract.

XIX. EVALUATIONS

Evaluations will be completed three (3) times per year based upon the following schedule:

- 1st evaluation will be for the months of July and August. The evaluation will be presented to the Parks and Recreation Commission by the Director in September.
- 2nd evaluation will be for the months of September, October and November. The evaluation will be presented to the Parks & Recreation Commission by the Director in December.
- 3rd evaluation will be for the months of April, May and June. The evaluation will be presented to the Parks and Recreation Commission by the Director in July.

The Contractor at anytime may request to meet with the Director or the Facility and Maintenance Committee of the Parks and Recreation Commission to discuss any evaluation or any other items pertaining to the contract or maintenance of Ledyard's facilities. The Contractor will have the opportunity to resolve any negative evaluations; if not resolved to the satisfaction of the Parks and Recreation Director or the Parks and Recreation Commission, the Town may deem this a breach of the terms of the contract and may void the contract.

XX. CONTACT PERSONS

Please direct all inquiries concerning the performance of this bid to Donald A. Grise, Director of Parks and Recreation, at 860-464-9112, and all inquiries concerning the bid procedure to Marcia Hancock, Director of Finance, at 860-464-3235. Contact of any Town official other than these two listed may be cause for rejection of bidder's proposal.

BIDDER QUALIFICATION FORM

The bidder is required to complete the following form and to submit it with his/her bid to enable the Town to make inquiries and judge as to the bidder’s experience, skill, available financial resources, credit, and reliability.

A. Number of years the bidder has been in the grass cutting and routine maintenance business: _____

B. All names by which the bidder has conducted business during the previous five (5) years

C. List the grass cutting and routine maintenance contracts presently under contract by the bidder, annual dollar value of the contract (2), and contract completion date(s).

D. Has the bidder ever failed to complete work awarded: Yes No

If so, state the circumstances: _____

E. Does the bidder intend to subcontract any of the services required under this contract?
Yes No

If the answer is yes, please identify the firm or firms you intend to use, and briefly describe their experience and qualifications.

- F. Please identify the equipment to be used on this contract by type, model, year, capacity, and owner. If not owned by your firm at the time of bid submission, indicate if the equipment (s) is to be rented or purchased along with evidence that a firm agreement exists for your acquisition of the equipment contingent upon award of the contract.

Please address in detail whether the equipment identified above is sufficient for completing work in the time required as stated in this document.

- G. List your references (preferably municipalities) and those of any firms with whom you intend to subcontract:

- H. Name and address of your Bank reference:

BID FORM

Bids are due in the Mayor’s Office, 741 Colonel Ledyard Highway, Ledyard, CT 06339, on or before 2:00 p.m., Thursday, February 7,2019. Bids must be in a sealed envelope addressed to Director of Finance, Town of Ledyard, and marked “RFP 2019-04: Routine Maintenance Services.”

PROPOSAL

We, the undersigned, hereby agree to furnish the services outlined in the Town of Ledyard, Bid #2019-04 at the cost stated below. **Please note that your bid proposal must be for a four year (4) period as designated below.**

\$ _____ July 1, 2019 through June 30,2023

NON-COLLUSIVE BID STATEMENT

The undersigned Bidder certified that his bid is made independently and without collusion, agreement, understanding, or planned course of action with any other Bidder and that the contents of his bid shall not be disclosed to anyone other than his employees, agents, or sureties prior to the official bid opening.

Bidder’s Signature: _____

Bidders Name (Printed): _____

Address: _____

Phone: _____

Date: _____

SCHEDULE B: ROUTINE MAINTENANCE SITES

NAME	LOCATION	USED BY	DATES	EQUIPMENT	ACTIVITIES
Purdy/Clark's Field	Town Farm Rd.	Soccer Club Lacrosse	Mid April to end of November	Complete fencing with safety fencing, backstops, soccer goals, lighting system	Lacrosse Soccer
Judge Crandall Complex 2 ballfields 1 football field	Junction of Rte 12 and Rte 214	Ledyard Youth League	Mid April to end of November	Backstops, safety fencing, concession and storage building, football goals, lighting, irrigation system	Baseball Football
Pfizer's Field 3 ballfields 1 soccer field	Rte 214	Ledyard Youth League Soccer League Play area	Mid April to end of November	Backstops, safety fencing, soccer goals, playscape	Baseball Softball Soccer Play Area
Colonel Ledyard Park	Blonders Blvd.	General public Ledyard Youth League Recreational League Ledyard Soccer Club Ledyard High School	Mid April to end of November	2 ball fields w/ safety fencing, storage/restrooms, soccer field, basketball and 2 tennis courts, horseshoe pits, 1 1/2 miles of trails, picnic tables, playground equipment, 50' x 100' pavillion w/ lights, park benches, and playscape	Baseball Soccer Picnics Playscape
Model Park	Model Park Road in the Highlands	General public -- play area	Year round	Playscape	Play area
Aljen Heights 1 ball/soccer field	Aljen Avenue	Ledyard Girls League Ledyard Soccer Club	April to November	Safety fencing, backstop, playscape	Softball Soccer Play area
Christy Hill 1 field	East Drive	Ledyard Youth League Ledyard Girls League	April to November	Safety fencing, backstop, playground/basketball court, playscape	Baseball Softball Play area
Sawmill Park	Route 214	General public	Year round	Winter skating; Historic District operation of sawmill	
Highlands Lake	Shewville Road	General public	Mid April to Nov	Rafts, buoys, picnic tables, boats, lifesaving equipment, pavilion, sand volleyball court, mobile restroom	Open swim Family picnic
Ledyard Middle School 2 softball fields 3 football fields 3 soccer fields	Route 214	General public, Navy Ledyard Youth League Girls Soccer, Lacrosse Recreational League	First of April to end of November	Two backstops, soccer and lacrosse goals, safety fencing, walking path	Softball Soccer Football Lacrosse Walking path
Donahue Property 1 field	Winthrop Road	General public	Year round	Large playscape	Play area
Erickson Park	Military Highway	General public	April to Nov	Park and picnic area, canopy	
Ledyard Fairgrounds	Ledyard Center	General public Ledyard Fair	April to Nov		Softball

BIDDERS LIST *

F. E. Crandall Disposal Services, Inc.
168 Lambtown Road
Ledyard, CT 06339
860-536-8487
fcrandall@comcast.net

GTM Services
25 Oil Mill Road
Waterford, CT 06385
860-447-1200
gtmlawnservice@yahoo.com

Regan Enterprises, LLC
89 Plaza Court
Groton, CT 06340
860-448-0101
patriciahnet@gmail.com

Spanos Landscaping
175 Miller Road
Preston, CT 06365
860-917-0855
tim@spanoslandscaping.com

Matt Faherty
138 Trout Stream Drive
Vernon, CT 06066
860-872-9367
mfaherty@sbcglobal.net

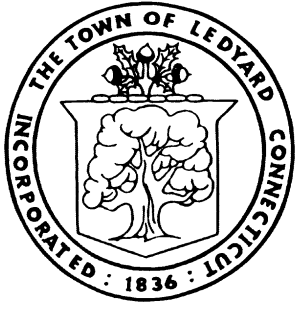
*** Bidding is not restricted to the companies on this list.**

Colonel Landscaping, LLC
PO Box 370
East Lyme, CT 06333
860-739-0008
Nicholas@colonellandscaping.com

LandCare and Design
PO Box 295
Ledyard, CT 06339
860-464-8169
pondreicka@yahoo.com

Earth, Turf, and Snow
103 Brook Street
Groton, CT 06340
860-204-7203
earthturfandsnow@gmail.com

Three D Landscaping
105 Reuteman Road
North Stonington, CT 06359
860-961-8272
rdeledda@comcast.net



RFP #2019-05

Turf Management Services

TOWN OF LEDYARD CONNECTICUT

741 Col. Ledyard Hwy.
Ledyard, CT 06339
(860) 464-8740
(860) 464-1126 FAX

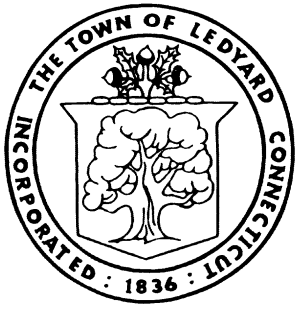
Request for Proposals #2019-05

TURF MANAGEMENT SERVICES

for

**PARKS AND RECREATION FACILITIES
TOWN OF LEDYARD, CT**

Issue Date: January 2, 2019



Issued February _____

TOWN OF LEDYARD CONNECTICUT

741 Col. Ledyard Hwy.
Ledyard, CT 06339
(860) 464-8740
Fax (860) 464-1126

Marcia Hancock
Director of Finance

REQUEST FOR PROPOSALS #2019-05

TURF MANAGEMENT SERVICES for PARKS AND RECREATION FACILITIES TOWN OF LEDYARD, CT

The Town of Ledyard requests sealed bids for turf management services for the Town of Ledyard Parks and Recreation facilities. The RFP package is available at the Town's Website at <http://ledyardct.org> (click on tab "RFPs & Bids"). Bidders are responsible for checking this Website for any amendments to the Request for Proposal throughout the bidding process.

Proposals will be received until 2:00 p.m. on Thursday, February 7, at the above address, at which time they will be publicly opened and read aloud in Town Hall. Any bids received after 2:00 p.m. on February 7 will be returned unopened to the bidder.

The Town of Ledyard reserves the right to reject any or all bids and waive any informalities or irregularities in the bid procedure or bids.

The award of a contract, if awarded, will be to the lowest responsible bidder, provided that the bid is reasonable, and **provided that it is in the best interest of the Town of Ledyard to accept such bid**, and subject to any choice by the Town of Ledyard as to any alternate specifications as may be agreed upon.

Marcia Hancock
Director of Finance

BIDDING INSTRUCTIONS

The Director of Finance will receive sealed bids for grass cutting, seeding and fertilizing services for the Town of Ledyard Parks and Recreation Commission.

A. CLOSING DATE

Bids will be received until 2:00 p.m., Thursday, February 7, at which time they will be publicly opened and read in Ledyard Town Hall, 741 Colonel Ledyard Highway, Ledyard, CT

B. INSTRUCTIONS

Bidder Qualification Form (Pages 12-13) and Bid Form (Page 14) must be submitted in a sealed envelope addressed to:

Director of Finance
Ledyard Town Hall
741 Colonel Ledyard Highway
Ledyard, CT 06339

Envelopes are to be endorsed in the lower left-hand corner, "RFP 2019-05: Turf Management Services." Bidder's name and address is to appear in the upper left-hand corner.

I. QUALIFICATION OF BIDDERS

Contractors submitting bids must be an established maintenance or mowing firm with a minimum of five years in said business. The Town of Ledyard (“the Town”) will make such investigations as it deems necessary to determine the qualifications of the Contractor to perform the work. The Contractor shall furnish to the Town all information and data for this purpose in the form as the Town may require. The Town reserves the right to reject any bid if evidence submitted by or investigation of Contractor fails to satisfy the Town that the Contractor possesses the skills, ability and integrity necessary to faithful performance of the work. Conditional bids will not be accepted.

In determining the skill, ability and integrity of the bidder the following will be considered: whether the bidder (a) has previously failed to perform properly, or complete on time, contract of a similar nature; (b) is not in a position to perform the contract; (c) has habitually and without justification neglected the payment of subcontractors, material, or employees; (d) maintains a permanent place of business; (e) has adequate manpower and equipment to do the work properly and expeditiously; (f) has suitable financial status to meet the obligations of the work; (g) has appropriate technical experience.

II. TURF MANAGEMENT FACILITIES

<u>FACILITY</u>	<u>LOCATION</u>
- Judge Crandall Complex	Route 12, Gales Ferry
- Depta Field & 2 Baseball- Fields at Colonel Ledyard Park	Blonder’s Boulevard, Ledyard
- Purdy and Clarks Field	Town Farm Road, Ledyard
- Babe Ruth Field at Pfizer Field Complex	Route 214, Gales Ferry

III. SPRING REQUIREMENTS (April to May)

- A. Schedule soil test at all sites. Review and recommend course of action to the Parks and Recreation Director.
- B. Roll all fields.
- C. Core Aerate and seed slice all fields.
- D. Fertilize all fields.
- E. Crab grass control on all fields.
- F. Spot seed soccer and Lacrosse fields bi-weekly.

V. FALL REQUIREMENTS (August to September)

- A. Schedule soil tests at all sites. Review and recommend course of action to the Parks and Recreation Director.
- B. Roll all fields.
- C. Core Aerate and seed slice all fields.
- D. Fertilize all fields.
- F. Spot seed football and soccer fields bi-weekly.

VI. SUMMER REQUIREMENTS (this is new)

- A. Weed control on all fields.
- B. Fertilize all fields.

VII. WINTER REQUIREMENTS (November to December) (This is new)

- A. Aerate and core aerify in two directions, diagonally.
- B. Top dress all fields. Masonry sand to be used on all fields.
- C. Overseed all fields.

VIII. GENERAL CONDITIONS

The successful Contractor will be required to execute a contract with the Town for the services to be provided no later than 30 days after award of the bid.

The successful Contractor will be required to furnish all equipment, including oil and gasoline for equipment. Equipment shall not be left unattended at any of the fields, parks or open areas, and shall be removed from the work sites daily. The successful Contractor must provide its own vehicles for transporting equipment to and from work sites.

The ultimate objective of the labor and services to be provided by the successful Contractor is that the athletic fields shall be kept in good repair and free of debris according to the needs of the Parks and Recreation Department and the Youth Leagues of the Town of Ledyard. Accordingly, the successful Contractor will be required to guarantee and warrant that they have sufficient equipment, experience and expertise to determine the time and number of employees necessary to accomplish said objective in submitting his/her proposal.

Due to the nature of said work, sufficient latitude is provided to perform additional requirements that may arise or other related work to ensure safe, clean, playable athletic facilities under the jurisdiction of the Parks and Recreation Department.

IX. SCHEDULING AND RESPONSE TIME

Any work necessary to be performed after regular working hours, on Sundays, or legal Holidays shall be performed without additional expense to the Town. It is also agreed to by both parties that all necessary dates, opening days and special requirements shall be formulated two weeks prior to the commencement of various functions.

The Contractor's response time will be no greater than four (4) hours, seven days per week for the length of this contract.

It is the responsibility of the Contractor to check in with the Parks and Recreation staff daily to inquire of last minute items or additional needs. Contractor is to call the office of the Ledyard Parks and Recreation Department, Monday through Friday between the hours of 7:30 a.m. and 8:30 a.m. for updates. If the Director is not available, his designee will inform the Contractor of current needs.

X. CONDITIONS OF WORK

The Contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified in accordance with the provisions of this contract and said specifications.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of this contract, specifications, and shall complete the entire work to the satisfaction of the Parks and Recreation (P&R) Director.

XI. WEATHER CONDITIONS OR OTHERWISE

In the event of temporary suspension of work, during inclement weather, or whenever the P & R Director directs, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the P & R Director, work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

XII. PROTECTION OF WORK AND PROPERTY – EMERGENCY

The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this contract. He shall at all times safeguard and protect his own work,

and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such damage be caused directly by errors contained in the contract or by the Town, or its duly authorized representatives.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner. He shall notify the P&R Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the P & R Department for approval.

XIII. REPORTS, RECORDS, AND DATA

The Contractor shall submit to the Town on a monthly basis all schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Town may request concerning work performed or to be performed under this contract.

XIV. COMPLETION OF CONTRACT

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Town relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract.

XV. PAYMENTS

- A. Payment for work shall be done by purchase order and subsequently a check or electronic payment to the Contractor upon weekly inspection/approval of the P&R Director and/or his designee.
- B. The Contractor agrees that the sum of 5% of the total contract will be retained by the Town for a period of thirty (30) days from the completion of the final assignment per contract award year.
- C. The Contractor shall pay for all materials, tools, and other expendable equipment to the extent of 100% of the cost thereof, NO later than 30 days after delivery of said materials, etc., to the job site and providing said materials, tools, and equipment are in a condition satisfactory to the Contractor and the P&R Director. The balance of the cost thereof to be paid before the final payment and acceptance by the Town. Unpaid outstanding bills for materials, etc., constitute an incomplete project and will hold up final payment to the Contractor.
- D. The Contractor shall pay to each of his subcontractors, not later than ten (10) days following each payment to the Contractor, the respective amount of the work performed by his subcontractors to the extend of each subcontractor's interest therein.

XVI. REQUIREMENTS: GENERAL INSURANCE

The successful Contractor must maintain in force continuously during the term of the contract workers compensation insurance and comprehensive liability insurance for both personal injury and property damage as required under this paragraph. The Contractor shall not allow any subcontractor to commence work on a subcontract until certificates of insurance satisfying the requirements of this paragraph have been provided by the subcontractor to and approved by the P & R Director and/or his designee.

The Contractor must carry insurance under which the Town is named as an assured as follows:

- A. Worker's Compensation – as required by State Statute
- B. Commercial Liability as follows:
 - \$2,000,000 – General Aggregate
 - \$2,000,000 – Products Completed Operations Aggregate
 - \$1,000,000 – Personal & Advertising Injury
 - \$1,000,000 - Each Occurrence Bodily Injury and Property Damage
 - \$ 100,000 – Fire damage, Any One Fire
 - \$5,000 – Medical Payments, Any One Person Including Explosion Collapse & Underground
- C. Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage.

Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the Town of cancellation or restrictive amendment.

Certificates of insurance must be submitted to the Finance office within 30 days of signing the contract.

Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this contract.

XVII. PERFORMANCE and LABOR AND MATERIALS BONDS

A Performance, Labor and Materials Bond in the amount of \$20,000 will be required from the successful bidder for the faithful performance of the contract. The bond must be made out in favor of Ledyard and executed by a surety company authorized to do business in the State of Connecticut. The security must be posted and accepted within thirty (30) days of the notification of award and prior to the commencement of any work under the contract.

Prior to submitting a bid, the bidder must inspect the site and study all plans, specifications, and bid documents. Failure to do so will not relieve the bidder from any obligations with respect to his bid.

XVIII. INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the Town of Ledyard, Connecticut, and its officers, agents, and employees on account of any and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents, and employees of the Town of Ledyard or (b) the Contractor, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions, or neglect of the Contractor or his subcontractor or material men, or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of Ledyard for damage to property of the Town of Ledyard caused by the contractor or his employees, agents, subcontractors, or material men, or by faulty, defective, or unsuitable material or equipment used by him or them. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract. Use State of Connecticut Department of Transportation, Form number CON-32 entitled Certificate of Insurance.

XIX. DEFAULTS

If the Contractor shall fail in the prosecution of the work under this contract, to perform any provisions of this contract, the Town of Ledyard, after a five (5) day written notice to the Contractor to remedy such failure, without refusal of neglect of the Contractor to remedy such failure, the Town, without prejudice to any other remedy the Town may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Town shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the Contractor. Any expense or cost arising out of the Contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongfully supplied may be paid by the Town for the account of the Contractor and deducted from the contract sum then or thereafter due the Contractor.

XX. SPECIAL CONDITIONS

Special care shall be taken to prevent contamination or muddying, silting, or interfering in any way with stream flows along the line of work. No waste matter of any kind will be allowed to discharge into the streams flows or impounded waters of any ponds or other bodies of water.

XXI. PROBATION

The first two (2) months of this contract will be considered a trial period. This is a period of adjustment and evaluation during which either the Contractor or the Town of Ledyard may terminate this contract for any reason. This period shall provide the Town with the opportunity to carefully assess the Contractor's performance. It also shall provide the Contractor with an opportunity to decide whether he/she is satisfied with the conditions of this contract.

XXII. CONTRACT

The period of the contract will be from July 1, 2019 until June 30, 2023 with an option to renew at the same terms for an additional two (2) years upon mutual consent of both parties. The Town's exercise of the option to renew will be based upon satisfactory seasonal evaluations, sufficient operating budget appropriation, overall performance, response time, cooperation, job productivity, and most importantly, dependability. A contract and all insurance forms are to be signed and in effect for each contract within 30 days of signing the contract.

XXIII. EVALUATIONS

Evaluations will be completed three (3) times per year based upon the following schedule:

- 1st evaluation will be for the months of July and August. The evaluation will be presented to the Parks and Recreation Commission by the Director in September.
- 2nd evaluation will be for the months of September, October and November. The evaluation will be presented to the Parks & Recreation Commission by the Director in December.
- 3rd evaluation will be for the months of April, May and June. The evaluation will be presented to the Parks and Recreation Commission by the Director in July.

The Contractor at any time may request to meet with the Director or the Facility and Maintenance Committee of the Parks and Recreation Commission to discuss any evaluation or any other items pertaining to the contract or maintenance of Ledyard's facilities. The Contractor will have the opportunity to resolve any negative evaluations; if not resolved to the satisfaction of the Parks and Recreation Director or the Parks and Recreation Commission, the Town may deem this a breach of the terms of the contract and may void the contract.

XXIV. CONTACT PERSONS

Please direct all inquiries concerning the performance of this proposal to Donald A. Grise, Director of P&R, at (860) 464-9112 and all inquiries concerning the RFP

procedure to Marcia Hancock, Director of Finance, at (860) 464-3235. Contact of any Town official other than these two listed may be cause for rejection of bidder's proposal.

BIDDER QUALIFICATION FORM

The bidder is required to complete the following form and to submit it with his bid to enable the Town to make inquiries and judge as to the bidder’s experience, skill, available financial resources, credit, and reliability.

A. Number of years the bidder has been in the turf management business: _____

B. All names by which the bidder has conducted business during the previous five (5) years.

C. List the contracts presently under contract by the bidder, annual dollar value of the contract (2), and contract completion date(s).

D. Has the contractor ever failed to complete work awarded: Yes No

If so, state the circumstances: _____

E. Does the bidder intend to subcontract any of the services required under this contract?
Yes No

If the answer to E is yes, please identify the firm or firms you intend to use, and briefly describe their experience and qualifications.

F. Please identify the equipment to be used on this contract by type, model, year, capacity, and owner. If not owned by your firm at the time of bid submission, indicate if the equipment is to be rented or purchased, along with evidence that a firm agreement exists for your acquisition of the equipment contingent upon award of the contract.

BIDDER QUALIFICATION FORM, Continued

Please address in detail whether the equipment identified above is sufficient for completing each location's turf management work in the timeframes set forth in this document, specifically in Sections IV through VIII.

G. List your references (preferably municipalities) and those of any firms with whom you intend to subcontract: _____

H. Name and address of your Bank reference:

BID FORM

Proposals are due in the Mayor’s Office, 741 Colonel Ledyard Highway, Ledyard, Connecticut 06339, on or before 2:00 p.m., Thursday, February 7, 2019. Bids must be in a sealed envelope addressed to Director of Finance, Town of Ledyard, and marked “RFP 2019-05: Turf Management Services.”

PROPOSAL

We, the undersigned, hereby agree to furnish the services outlined in the Town of Ledyard, Request for Proposals 2019-03 at the costs stated below. **Please note that your bid proposal must be for a four-year (4) period as designated below.**

\$ _____ July 1, 2019 through June 30, 2023

NON-COLLUSION BID STATEMENT

The undersigned Bidder certified that his bid is made independently and without collusion, agreement, understanding, or planned course of action with any other Bidder and that the contents of his bid shall not be disclosed to anyone other than his employees, agents, or sureties prior to the official bid opening.

Bidder’s Signature: _____

Bidders Name Printed: _____

Address: _____

Phone: _____

Date: _____

BIDDERS LIST *

F. E. Crandall Disposal Services, Inc.
168 Lambtown Road
Ledyard, CT 06339
860-536-8487
fcrandall@comcast.net

Regan Enterprises, LLC
89 Plaza Court
Groton, CT 06340
860-448-0101
patriciahnet@gmail.com

Matt Faherty
138 Trout Stream Drive
Vernon, CT 06066
860-872-9367
mfaherty@sbcglobal.net

Colonel Landscaping, LLC
PO Box 370
East Lyme, CT 06333
860-739-0008
Nicholas@colonellandscaping.com

LandCare and Design
PO Box 295
Ledyard, CT 06339
860-464-8169
pondreicka@yahoo.com

Earth, Turf, and Snow
103 Brook Street
Groton, CT 06340
860-204-7203
earthturfandsnow@gmail.com

GTM Services
25 Oil Mill Road
Waterford, CT 06385
860-447-1200
gtmlawnservice@yahoo.com

Spanos Landscaping
175 Miller Road
Preston, CT 06365
860-917-0855
tim@spanoslandscaping.com

Three D Landscaping
105 Reuteman Road
North Stonington, CT 06359
860-961-8272
rdeledda@comcast.net

***Bidding is not restricted to the companies
on this list.**