



## TOWN OF TYNGSBOROUGH

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 150 Fax: 978 649-2320

E-mail: [apage@tyngsboroughma.gov](mailto:apage@tyngsboroughma.gov)

### TOWN OF TYNGSBOROUGH

#### INVITATION FOR QUOTES

#### RECREATIONAL FIELDS MAINTENANCE

1. Purpose. The Town of Tyngsborough, Massachusetts is seeking quotes from qualified contractors to provide services for the maintenance of the recreational fields at the Bicentennial Field Complex at 205 Westford Road adjacent to the Tyngsborough Elementary School. Interested parties shall submit a quote in accordance with the requirements and directions described herein.

2. Scope of Services. The Contractor shall provide services for the maintenance of recreational fields at 205 Westford Road, known as the Bicentennial Field Complex, adjacent to the Tyngsborough Elementary School. All quotes shall be based on the following specifications:

A. General

- a. Service required is to maintain a multi-purpose athletic field complex through the anticipated use period of April 1<sup>st</sup> - November 30<sup>th</sup>.
- b. Lawn maintenance consists of furnishing all labor and materials necessary to provide complete and continuous lawn maintenance and related services as indicated.
- c. Service to be performed by the Contractor without disrupting student, recreational league, youth league or other scheduled use of the field.
- d. All trash and litter on the grounds shall be collected prior to each mowing cycle.

- e. Fertilization program to be applied by others.
- f. Aeration program is to be administered by others.
- g. Mowing service should be estimated at 30-35 cuts per year, and meet playing field standards as set by the Tyngsborough Field Committee.

B. Site Inspection:

- a. Each quoter will examine the site of the work forming his/her own opinions as to the extent of the work involved, and must satisfy himself/herself by his/her own investigation and research regarding all conditions affecting work to be done, labor and materials needed, and to make his/her quote in sole reliance thereon.

C. Mowing:

The Contractor shall:

- a. Before first mowing in the spring, remove all debris, leaves, paper and trash that have accumulated over the winter. Walk site and report to Tyngsborough Field Committee any and all suspected damage to turf and irrigation prior to first mowing.
- b. All turf should be mowed no less than once each seven days. More frequent mowing shall be required if general turf growth exceeds the specified mowed height between cuts (as defined in #3).
- c. A height cut of at least 2" but not greater than 3 " is required. The Tyngsborough Field Committee reserves the right to adjust cut heights on individual fields. Seasonal adjustments will also be agreed upon between the contractor and the Tyngsborough Field Committee.
- d. Change direction of mowing each time to help reduce soil compaction from the tractor wheels running in the same path each time.
- e. Turf may not be mown if excessive moisture is present or damage may occur to the turf.
- f. It is the responsibility of the Contractor to keep mower blades sharp and mowing equipment properly maintained so as not to damage lawn and grounds.
- g. Mowing is for the entire field within its fenced boundaries and is to include all line trimming along fences, buildings, concrete pads, asphalt and stone-dust sidewalks, shrubs, and benches.
- h. All clippings are to be bagged and removed from site. Mulching blades and mulching mowers will be permitted at certain times of year only after permission from Tyngsborough Field Committee has been granted.

D. Other:

- a. Care should be taken not to damage any buildings, walkways, fencing and curbing. If damage occurs it is the responsibility of the Contractor to repair at no cost to the Tyngsborough Field Committee. All damage is to be reported to the Tyngsborough Field Committee regardless of cause.

b. The Contractor shall sweep or mechanically blow all sand, grass clippings, pollen or other debris from tennis courts and basketball courts at the time of each mowing cycle.

c. The Contractor shall mechanically drag and iron rake clay portions of infields at each cutting cycle. Care should be taken to eliminate the spreading of clay onto turf areas. Mound areas, pitching rubber locations, and individual base areas are to receive raking maintenance as well.

E. The provision of these services will be coordinated by the Recreation Director or Facility Manager.

F. The Contractor must comply with all local, state, and federal laws, rules, and regulations for the handling, removal, disposal, and transportation of any and all items.

G. The services shall be rendered for a contract period beginning by approximately April 1, 2014, and ending by November 30, 2014. Alternative dates must be stated in the quote and must be agreeable to the Town.

H. The Contractor will obtain all permits needed. The Town will waive any permit fees.

Options:

1. Fertilization:

Please provide a quotation that includes applications for a five step lawn care program:

1. Early Spring
2. Spring
3. Early Summer
4. Summer
5. Fall

Include a provision for grub control application.

Above pricing should be broken down with a price for each application, and include a list of products, product ratios and percentages. Vendor will be responsible for complying with Schools IPM and provide notification notices if necessary

2. Soil Sampling

Annual spring soil testing of fields prior to fertilization program.

3. Core Aeration

Annual spring aeration of field space.

4. Thatching

Annual fall thatching of field space.

2. **Required Information.** The following information, at a minimum, shall be submitted:

(a) **Background Summary.** Each quoter shall provide a general background statement including the name of the firm, history, and other information.

Each quoter shall be required to demonstrate to the satisfaction of the Town that it has the financial resources, experienced personnel, expertise, and training to perform the services required by the specifications and shall furnish such information and/or proof of these qualifications.

(b) **Scope of Services.** Each quoter will review the Scope of Services, submit any required information, and describe how the quoter will provide such services.

(c) **Price.** Schedule A must be completed.  
Each quoter must comply with the Massachusetts Prevailing Wage Law, M.G.L. Chapter 149, Sections 26-27.

(d) **Taxes, Non-collusion, and Signing Authority.** Schedule B must be completed pertaining to taxes, non-collusion, and signing authority.

(e) **Equipment.** A list of all equipment that will be used by each quoter must be provided.

(f) **Quote Deposit.** A quote deposit (bond, cash, or certified check) is not required.

(g) **References.** At least 5 references who have received services from the firm within the past five (5) years must be provided.

(h) **Claims and Grievances.** A list of any claims and grievances filed, with the outcome, against the firm within the past five (5) years must be provided.

(i) **Primary Contacts.** The qualifications and position with the firm for those individual(s) who will be assigned as the primary contact(s) (on-site and off-site) must be provided.

(j) **General.** The quote shall be firm for thirty (30) days after the date of the opening of quotes.

3. **Submission Process.** The information required for this/her Invitation for Quotes must be submitted as follows:

An original and two (2) copies of the "Required Information" as indicated in item 3 above must be submitted in a sealed envelope that is clearly marked "Recreational Fields Maintenance" to the Recreation Department, Alison Page, 25 Bryants Lane, Town of Tyngsborough, MA 01879, no later than 11:00 a.m.

on March 19, 2014 at which time the quotes will be reviewed by the Field Committee.

4. Evaluation Criteria. The Tyngsborough Town Administrator/Chief Procurement Officer in conjunction with the Recreation Director will review all quotes submitted to determine qualified quotes. Qualified quotes will be determined by the following:

- a) The quote for providing these services is clear and complete;
- b) All required documentation has been submitted and all questions have been answered satisfactorily;
- c) The firm and the individuals assigned to the Town's account have demonstrated a high level of experience, expertise, and training to perform these service;
- d) The client list demonstrates successful experience in providing these services. Taking into account all of these factors, a contract will be awarded to the qualified quoter who offers the most competitive price.

5. Award

The Town of Tyngsborough and the successful Contractor may agree upon a renewal option by mutual consent, to extend the contract for one (1) additional contract period, as outlined in the prices quoted by the Contractor in Schedule B.

6. Duration of Agreement.

The services shall be rendered for a contract period beginning by approximately April 1, 2014 and ending by November 30, 2014. Alternative dates must be stated in the quote and must be agreeable to the Town.

Failure of the Town to appropriate funds for any year or portion thereof will result in termination of the contract.

Furthermore, the Town may terminate the contract if the Contractor: (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (2) persistently or repeatedly refuses or fails to schedule and/or complete work in a timely and/or satisfactory manner; (3) fails to make payments to subcontractors for materials or labor in accordance with respective agreements between the Contractor and the subcontractors; (4) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or (5) is otherwise guilty of a breach of a provision of the contract.

7. Point of Contact. Recreation Department, Alison Page, may be contacted concerning the quote process at 978-649-2300, Ext. 150 (tel.), or 978-649-2301 (fax) or [apage@tvngsboroughma.gov](mailto:apage@tvngsboroughma.gov).

8. General.

(a) Certificate of Insurance. Upon award of the quote, the Contractor shall provide the Town with a certificate of insurance naming the Town of

Tyngsborough as the Certificate Holder and additional insured.

The successful quoter shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents as a result of the work performed on behalf of the Town. The successful quoter and any subcontractors used by it must certify that they are insured for general liability, automobile liability, and workers' compensation. The successful quoter and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability	\$ 1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$ 1,000,000 per occurrence
	\$3,000,000 aggregate

Automobile Liability

Bodily Injury Liability	\$ 1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$ 1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

(b) Work Site. The work will be conducted at the recreation fields located at 205 Westford Road adjacent to the Elementary School. It is the quoter's responsibility to be fully aware of the existing conditions at the site.

(c) Contractor and its Employees. The Contractor and its employees shall not be deemed to be employees of the Town of Tyngsborough for any purpose. The Town has the right at all times to require that the Contractor remove and/or replace any employees working on Town property. A CORI check of employees shall be provided if requested by the Town.

(d) Indemnification. The Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including without limitation attorney fees, arising out of its quote and/or performance of an agreement with the Town when such claims, damages, losses, and expenses are caused, in whole or in part by the acts, errors, or omissions of the Contractor or its consultants or employees, agents, subcontractors, or representatives.

(e) Compliance with Applicable Laws. All work performed by the Contractor must comply with applicable federal, state and local laws, regulations and codes including, but not limited to, the State Building Code, the Americans with Disabilities Act, the Massachusetts Hazardous Waste

Management Act (M.G.L. Chapter 21C, Sections 1 -30)

The Contractor will be responsible for any and all incidents that may arise out of noncompliance with such laws.

(f) Billing and Payment for Services Rendered. The Contractor shall prepare and submit an invoice(s) to the Town of Tyngsborough Recreation Department, 25 Bryants Lane, Tyngsborough, MA 01879.

It shall be the responsibility of the Contractor to carefully examine the services to be provided in conjunction with this/her contract. No additional costs will be allowed because of lack of full knowledge of existing conditions, materials, or other related factors. The price proposal should detail all costs associated with providing the requested services.

(g) Project Closeout. Accompanying the invoice for project payment, the Contractor will provide the Town with copies of all project waste disposal slips (i.e., dumpster receipts, bills of ladings, waste manifests, etc.).

(h) Assignment. There shall be no subletting of the award or assignment of monies due or to become due without the prior written consent of the Town.

(i) The Town of Tyngsborough reserves the right to reject any or all quotes, as well as any part of any or all quotes, deemed not in the best interest of the Town. The Town reserves the right to waive any informalities in the quotes.

**TOWN OF TYNGSBOROUGH**  
**INVITATION FOR QUOTES**  
**RECREATIONAL FIELDS MAINTENANCE**

The following information is provided for clarification purposes:

**SCHEDULE A**  
**RECREATIONAL FIELDS MAINTENANCE**

**QUOTE PRICE**

**Year One April 2014-November 2014**

Base Quote (per scope of services)

\$ \_\_\_\_\_

Other Option(s) (if necessary)

1\$ \_\_\_\_\_

2\$ \_\_\_\_\_

3\$ \_\_\_\_\_

4 \$ \_\_\_\_\_

Comments:

Company Name

Address Contact Person (Print)

Contact Person (Signature)

Tel/Fax/E-mail

Date



**TOWN OF TYNGSBOROUGH**  
**INVITATION FOR QUOTES**  
**RECREATIONAL FIELDS MAINTENANCE**

The following information is provided for clarification purposes:

**SCHEDULE B**  
**RECREATIONAL FIELDS MAINTENANCE**

**QUOTE PRICE**

**Year Two April 2015-November 2015**

Base Quote (per scope of services)

\$ \_\_\_\_\_

Other Option(s) (if necessary)

1\$ \_\_\_\_\_

2\$ \_\_\_\_\_

3\$ \_\_\_\_\_

4 \$ \_\_\_\_\_

Comments:

Company Name

Address Contact Person (Print)

Contact Person (Signature)

Tel/Fax/E-mail

Date

**SCHEDULE C**

**RECREATIONAL FIELDS MAINTENANCE**

**TAXES. NON-COLLUSION. AND SIGNING AUTHORITY**

Pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that the company named below has filed all Massachusetts State tax returns and paid all State taxes required by Massachusetts.

The undersigned certifies under penalties of perjury that this/her quote is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this/her paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The undersigned certifies under penalties of perjury that he/she is authorized on behalf of the company named below to bind the quoter contractually. If the quoter is a corporation, a clerk's certificate of vote and minutes of a Director's meeting will be provided.

Social Security Number or Federal Identification Number

Company Name

Printed Name of Signer

Signature

Date

### **Invitation for Quotes**

The Town of Tyngsborough, MA is seeking quotes for the maintenance of recreational fields at the Bicentennial Field Complex, 205 Westford Road adjacent to the Tyngsborough Elementary School. Invitations for Quotes are available from the Recreation Department, Alison Page, Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879. Tel. 978-649-2300, Ext. 150. Fax 978-649-2301. Quotes must be submitted by 11:00 a.m. on March 19, 2014. The Town of Tyngsborough reserves the right to reject any or all quotes, as well as any part of any or all quotes, deemed not in the best interest of the Town. The Town reserves the right to waive any informalities in the quotes.

### **POSTED NOTICE** **RECREATIONAL FIELDS MAINTENANCE**

### **Invitation for Quotes**

The Town of Tyngsborough, MA is seeking quotes for the maintenance of recreational fields at the Bicentennial Field Complex, 205 Westford Road adjacent to the Tyngsborough Elementary School. Invitations for Quotes are available from the Recreation Department, Alison Page, Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879. Tel. 978-649-2300, Ext. 150. Fax 978-649-2301. Quotes must be submitted by 11:00 a.m. on March 19, 2014. The Town of Tyngsborough reserves the right to reject any or all quotes, as well as any part of any or all quotes, deemed not in the best interest of the Town. The Town reserves the right to waive any informalities in the quotes.

**RECREATIONAL FIELDS**  
**MAINTENANCE POTENTIAL QUOTERS**

**Include: Name. Address. Tel. #. Fax #. Date**

**RECREATIONAL FIELDS MAINTENANCE**

The quotes were opened on \_\_\_\_\_, 2014 at 11:00 a.m.

Alison Page, Field Use Committee, Town of Tyngsborough Recreation  
Director.

**RECREATIONAL FIELDS MAINTENANCE**

<b>Quote Opening</b>	<b>March 19, 2014</b>
<b>Review Quotes</b>	<b>March 19, 2014</b>
<b>Award</b>	<b>March 28, 2014</b>
<b>Contract</b>	
<b>Maintenance</b>	-