

# TOWN OF SCARBOROUGH



## INVITATION TO BID NUMBER 152015

### **RETURN THIS BID TO:**

Attention: Purchasing/ITB #152015  
PO Box 360  
259 US Route One  
Scarborough, ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 4/24/15

ITB TITLE: TURF MANAGEMENT ORGANICS MAINTENANCE BID

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT OR HIS DESIGNEE PRIOR TO THE BID OPENING ON MAY 28<sup>TH</sup>, 2015, AT 11:00 AM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

**OPENING LOCATION:** TOWN OF SCARBOROUGH, TOWN HALL, LOCATED AT 259 US ROUTE ONE, SCARBOROUGH, ME 04074 IN THE TOWN MANAGER'S CONFERENCE ROOM, MAIN LEVEL.  
**F.O.B. POINT IF MAILED: FINAL DESTINATION**

**EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.**

**LATE BIDS WILL NOT BE ACCEPTED.**

**ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING TO KIM MASSA, PURCHASING ADMINISTRATIVE ASSISTANT, AT (207) 730 4088 (FAX) OR [KMASSA@CI.SCARBOROUGH.ME.US](mailto:KMASSA@CI.SCARBOROUGH.ME.US).**

**THE PREFERRED METHOD IS VIA EMAIL.**

**IMPORTANT NOTICE** IF YOU RECEIVED THIS SOLICITATION FROM THE TOWN'S WEB SITE, YOU MUST REGISTER WITH THE PURCHASING OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.

*Tom Hall*

TOM HALL  
TOWN MANAGER

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in the Turf Management for Organic Field Maintenance.

**NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

**PAYMENT FOR TOWN PURCHASES:** Payment for agreements for the undisputed purchase of goods or services provided to the Town will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

**FEDERAL EXCISE TAX:** The Town is exempt from all Federal Excise Tax.

**STATE SALES TAX:** The Town is exempt from all State of Maine Sales Tax.

**PERFORMANCE AND PAYMENT BONDS:** Performance and Payment bonds are **NOT** required for this contract, but the Tenant shall provide a refundable \$1,000 security deposit to be held during the duration of the contract period.

**INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town" as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**INSURANCE:** Contractor shall purchase and maintain worker's compensation insurance, general public liability and property damage insurance, including vehicle coverage, all with limits and terms satisfactory to Owner:

Worker's Compensation:

Worker's Compensation insurance shall be in strict accordance with the requirements of the most current laws of the State.

- 1. State: Statutory
- 2. Applicable Federal (e.g. Longshoreman's): Statutory
- 3. Employer's Liability: \$1,000,000

Builder’s Risk Insurance:

Contractor shall purchase and maintain builders risk insurance, which shall cover Contractor and Owner as loss payees to the extent of their interests.

Comprehensive General Liability Insurance.

Bodily Injury and Property Damage Liability:

	Each	
	Occurrence	Aggregate
Premises – Operations	\$1,000,000	\$3,000,000
Completed Operations/Products	\$1,000,000	\$3,000,000
Contractual Liability	\$1,000,000	\$3,000,000

Property Damage liability insurance will provide explosion, collapse and underground coverages where applicable.

Personal Injury with employment exclusion deleted:

\$3,000,000 Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:

\$1,000,000 Each Person, \$3,000,000 Annual Aggregate  
\$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

2. Property Damage:

\$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

Owner shall be named as an additional insured on the comprehensive general and automobile liability policies. Contractor shall provide Owner copies of all the actual insurance policies for review and approval before the commencement of work.

A bidder's failure to provide this supplemental information, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

**ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

**SUPPORTING INFORMATION:** The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids

have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

**FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

**ALTERATIONS:** The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this ITB or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**WORKMANSHIP & MATERIALS:** All work and/or fabrication must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item and/or service provided.

**INVOICES:** Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

**CONTRACT PERIOD:** From July 1 through June 30 for the 2015 and 2016 seasons.

**CONTRACT PRICES:** Contract prices are to remain firm through the duration of the contract(s) and the extension or renewal of the contract(s).

**CONTRACT CANCELLATION:** The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**SITE VISITS:** Prospective bidders are responsible for visiting the work site so that they can see the conditions under which the work described in this ITB will be performed. Prospective bidders may contact Steve Quirk at (207)252-4201 to arrange for a visit.

**The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.**

**ADDITIONAL INFORMATION:**

All inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business on May 23, 2015, to the Attention of Kim Massa, Purchasing Administrative Assistant, by fax (207 730-4088) or email to [kmassa@ci.scarborough.me.us](mailto:kmassa@ci.scarborough.me.us). The Town is not responsible for oral interpretations given by any Town employee, representative or other.

\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\*

## **Instructions to Bidders**

### **Purpose of Bid**

The Town has transitioned from conventional turf management, historically centered on a synthetic product approach, to a natural turf management program that focuses on soil biology to promote healthy plant growth. It is the goal of the Town to protect human and ecological health; while protecting significant Town assets. The Town performs all mowing services, with the intent of maintaining turfgrass at a height of 2-3". Where applicable, the Town also performs irrigation services for turfgrass. In this bid, the Town is interested in selecting a contractor that is capable of providing the complete range of turf management services, including, but not limited to the following:

- Soil Testing\* (see below)
- Fertilization and Soil Amendments
- Weed Management
- Pest Management
- Disease Treatment
- Aeration (core and deep tine)
- Topdressing (loam)
- Seeding (slice method)
- Re-sodding (3' width)
- De-thatching

As understanding and assessing the soil biology is the cornerstone of the natural turf management approach, soil testing is an essential component of the desired services as it will inform the entire program. Soil tests must be performed at the inception of this bid and then periodically throughout. Soil testing should include a complete Soil Food Web Analysis and Bio-Assay and at a minimum include the following components:

- pH
- Nitrogen
- Potassium
- Calcium
- Magnesium
- CEC (Cation-exchange capacity)
- Sand, silt, clay percentages
- Biological life
- Organic Matter

The range of services requested may or may not be used throughout the growing season, but contractors must demonstrate the knowledge and ability to perform the full range. Decisions on the type, need and timing of such procedures will be made cooperatively with the Town and contractors are expected to make specific recommendations in this regard. It is expected that this will be collaborative process involving the Town and the contractor.

\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\*

## **Turf Management Philosophy**

The Town recognizes that the use of pesticides may have profound effects upon indigenous plants, surface water and ground water, as well as unintended effects upon people, birds and other animals in the vicinity of treated areas. Scarborough recognizes that all citizens, particularly children, have a right to protection from exposure to hazardous chemicals and pesticides and that it is in the best interest of public health to eliminate the use of pesticides on town- owned lands; to encourage reduction and elimination of pesticide use on private property; and to introduce cultural and management practices to prevent and when necessary address pest problems on town-owned land.

Therefore, the Town has adopted Integrated Pest Management (IPM) as an approach to suppressing and eliminating pest populations. IPM involves a decision-making process for managing pests that uses monitoring (to determine pest injury levels) and combines biological, cultural, physical, and chemical tools to minimize health, environmental and financial risks. The method uses extensive knowledge about pests, such as infestation thresholds, life histories, environmental requirements and natural enemies to complement and facilitate biological and other natural control of pests. IPM uses site-specific information about pest biology and behavior, environmental conditions and the dynamics of human characteristics and activities to prevent and control pests. The method uses the least toxic synthetic pesticides only as a last resort.

The contractor shall follow the Integrated Pest Management approach outlined below:

- Identify the pest or disease.
- Monitor and scout each pest ecosystem, turf, landscape, tree or shrub to determine pest population, size, occurrence, and natural enemy population, if present. Identify decisions and practices that could affect pest populations. Keep accurate records of such monitoring and potential pest problems.
- Set an injury level, based on how much aesthetic or economic damage the site can tolerate.
- Evaluate the site with regard to any injury caused by a pest in question.
- Consider a range of potential treatments for the pest problem.
- Consider the use of chemicals only as a last resort, and select and use chemicals only within an IPM program and in accordance with other provisions of this policy.

The Town requires following Best Management Practices for Athletics Fields & School Grounds adopted by the Maine Board of Pesticide Control on February 24, 2012, as a guide for turfgrass management.

\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\*

## **Specifications**

Specifications have been organized by “Expected” and “As Needed” services. The Expected Services relate to fertilization, weed management and pest management applications at specific intervals during a full contact year. Bidders should note that specific products are not indicated; rather, the bidder is requested to propose products or techniques to attain the desired results. Bidders should base their recommended turf management program on natural turf management philosophy, incorporating the Integrated Pest Management approach and Best Management Practices for Athletic Fields & School Grounds adopted by the Maine Board of Pesticide Control on February 24, 2012. Pricing is also requested for “As Needed” services, the need for which will be decided on cooperatively between the Town and the Contractor.

As a separate but related matter, the Town requests specific information and proposal regarding how the bidder would address white grubs (scarabs), both proactively and reactively.

The Contractor will be required to complete a Turf Management Scouting Report of all athletic fields and share the results with the Town, which will inform the next steps in the turf management program.

The Contractor should evaluate the past three years of history of soil test analysis and prescribe a turf management program.

**Information Required** - The following items must be included with bid submission on a separate sheet of paper.

- \*Completed Official Bid Form**
- \*List of Qualifications/Certifications**
- \*List of Sub-Contractors**
- \*Detailed Information on Proposed Approach and Products Recommended**
- \*Specific Proposal for white grubs**
- \*List of Equipment used to complete the task:**



\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\*

## SCOPE OF SERVICES

1. The term of the contract resulting from this bid shall be for one season. By mutual consent of the Town and the successful bidder, it may be extended for additional seasons up to a total of three seasons at the same prices, terms, and conditions.
2. Bidders shall submit with their bid a list of equipment to be used by them for this contract. Bidders shall also submit references with names and telephone numbers of accounts which would demonstrate the bidder's ability to handle a contract of this type.
3. The Town reserves the right to waive all formalities in bids, to accept any bid or any portion thereof, or to reject any and all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the Town of Scarborough and the Turf Management Policy.
4. All work to be furnished to the Town shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of Maine.
5. All permits and licenses necessary for the prosecution of the work shall be secured and paid by the bidder.
6. When doing work on any Town property, the bidder will follow the Integrated Pest Management Practices, will produce timely recordkeeping, and ensure that any application of any kind be posted with correct signage, dates, and times.
7. Any item of material, equipment, or labor not mentioned in these specifications, but which is required to complete specified project, must be included in the bid by the bidder.
8. Soil testing shall be done one time per year (a standard soil test and microbial biomass test with suggested guideline).
9. The Town shall assign grounds maintenance levels and the successful bidder shall follow level-specific BMP guidelines (Best Management Practices) for athletic fields and parks.
10. The successful bidder shall aerate a minimum of three times per year -- two core aerations and one hydraulic deep tine aeration.
11. The successful bidder shall schedule all granular or liquid applications with both the Town and the School Department and use weekends, school vacations, holidays, and late start days whenever possible. Any work has to be arranged before the successful bidder can commence.

\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\*

12. All waste material shall be removed from the site and the area left clean upon completion of the work. Any equipment or building structure damaged by the successful bidder shall be repaired or replaced to the satisfaction of the owner.
13. All applications will be done in accordance with State and local guidelines.
14. The successful bidder will use loam when shimming low spots and re-sod intense use areas when growing season does not allow time to prepare for a particular sport season.
15. The Town will be responsible for the watering with the assistance of the successful bidder throughout the entirety of this contract.
16. The successful bidder shall complete a Turf Management Scouting Report for each field or turf area at the beginning of this contract and at two-week intervals throughout the term and must include any and all recommendations to the Facility Manager so scheduling can be arranged to perform the necessary maintenance. This report must be turned into the Facility Manager every two weeks.
17. The Town reserves the right to schedule treatments more or less frequently as provided herein, depending on growing condition and season.
18. The Town reserves the right to add or subtract areas to the contract. If additions are made, the price will be negotiated between the Town and the successful bidder.
19. Any violation of any of these specifications will constitute grounds for termination of the contract.

\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\*

## BID FORM

Please provide all the tools, labor, and materials necessary to equip and perform the following services for the Town of Scarborough.

**SPECIFICATIONS**

**EXPECTED SERVICE**

Time/Activity	6 HS	4 MS	2 WS	6 Peterson	5 Spring brook	6 Willey	7 Memorial	3 Black Point	Amount
<b>July/August 2015</b> Deep tine aeration and apply compost tea to promote microbial activity									
Apply organic grub control									
Apply organic non-selective weed control (clove oil) to infields to manage growth									
<b>August/September 2015</b> Aeration and apply organic grub control(2 <sup>nd</sup> application)									
<b>October/November 2015</b> Aeration and apply organic fertilizer									
<b>May/June 2016</b> Slice seeding and aeration and apply organic fertilizer									

**ALL AERATION EQUIPMENT MUST BE APPROVED BY COMMUNITY SERVICES**

OTHER SERVICES AS NEEDED:

SODDING 3' PIECES \_\_\_\_\_ PER SQ FT      GRUB CONTROL \_\_\_\_\_ PER ACRE

TOPDRESSING WITH LOAM AND SUPPLEMENT WITH COMPOST \_\_\_\_\_ PER ACRE

**PRICING SUMMARY**

Price for services listed above.....\$ \_\_\_\_\_

Proposal submitted by \_\_\_\_\_

Company Name

Date

Company Contact

Telephone

E-Mail Address

Start Date July 1, 2015, through June 30, 2016 .....\$ \_\_\_\_\_

Optional second year .....\$ \_\_\_\_\_

Optional third year .....\$ \_\_\_\_\_

\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\*

**IPM SCOUTING REPORT FOR ATHLETIC FIELDS**

**FIELD NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DATE OF LAST SOIL TEST** \_\_\_\_\_ **FIELD PH** \_\_\_\_\_

**OTHER SOIL TEST RECOMMENDATIONS** \_\_\_\_\_

**SITE CONDITIONS:** Soil Type \_\_\_\_\_ **Compaction:** Yes \_\_\_\_\_ No \_\_\_\_\_  
**Drainage:** Dry \_\_\_\_\_ Often Wet (W) \_\_\_\_\_ Low Spots (L) \_\_\_\_\_  
**Light:** All Sun \_\_\_\_\_ Some Shade (S) \_\_\_\_\_ Trees Present (T) \_\_\_\_\_

**IRRIGATION:** Yes \_\_\_\_\_ No \_\_\_\_\_  
 If Yes, Type of Irrigation System \_\_\_\_\_  
 Frequency \_\_\_\_\_ Duration per Application \_\_\_\_\_  
 Amount/Application \_\_\_\_\_ Time of Day of Application \_\_\_\_\_

**VISUAL CHARACTERISTICS OF TURF**

<b>Color (C)</b>	Good	Fair	Poor
<b>Density</b>	Low	High	Combination
<b>Smoothness (SM)</b>	Good	Poor	
<b>Turf Surface (TS)</b>	Smooth	Clumps	Combination
<b>Holes/Divots (H)</b>	None	Few	Many
<b>Bare Areas (B)</b>	None	Few	Many

**PESTS DICOT WEEDS**

<b>Dandelions (DL)</b>	None	Few	Many
<b>Plantain (PL)</b>	None	Few	Many
<b>Clover (CL)</b>	None	Few	Many
<b>Knotweed (KN)</b>	None	Few	Many
<b>Other (O)</b>			Many

Identify **"Others"** by name if possible \_\_\_\_\_

Weedgrass (WD): None \_\_\_\_\_ Some \_\_\_\_\_ Many \_\_\_\_\_ Crabgrass, Witchgrass, Barnyard Grass, etc.

Insects (I) \_\_\_\_\_

Disease \_\_\_\_\_

Comments (Field Problems) \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date of Inspection** \_\_\_\_\_