

Grounds-Keeping/Maintenance/ Fertilization/Snow Removal Request for Proposals

April 19, 2014

I. INTRODUCTION

1. Summary of Request

The Windham School District (District) located in Windham, New Hampshire is seeking proposals from qualified firms interested in providing grounds-keeping and snow removal services for all Windham School District buildings.

The contract term is July 1, 2014 through June 30, 2016 with two one year extensions included at the District's discretion.

This Request for Proposal and the price submission response will become a part of the final signed contract. **Proposals submitted are to be at a fixed single price for all work for each contract year.**

2. Submission of Responses

- a. Proposals must be submitted in a sealed envelope marked "Windham School District Grounds-Keeping/Maintenance/Fertilization/Snow Removal Request for Proposals" via mail or in person to:

Mr. Adam Steel, Business Administrator
Windham School District
19 Haverhill Rd.
Windham, NH 03087
ATTN: Grounds-Keeping/Maintenance/Fertilization/Snow Removal
RFP

- b. Proposals must be received no later than 2:00 PM, Friday, May 9, 2014. It is the responsibility of the vendor to ensure the proposal is received by the District before the deadline. Proposals will be publicly opened and read at this time by the Business Administrator or designees and will be publicly awarded after a future Windham School Board Meeting. The Windham School District will not be responsible for late mail deliveries, and no proposal will be accepted if received after the time stipulated above. Any unopened proposals will be returned to the vendor.
- c. No fax or e-mail submittals are acceptable. Any proposal received after the specified date and time will not be considered, nor will late proposals be opened.
- d. All proposals shall be valid for at least 30 days from the due date. No proposal may be withdrawn prior to 30 days from the due date. The

Windham School District may request additional information after the proposal opening.

- e. All proposals shall include a detailed listing of the vendor's prior experiences and at least three references.
 - f. Any questions concerning this proposal shall be made in writing.
 - g. Proposals must be submitted using the attached form.
3. Site Walk
- a. A mandatory site visit will occur on Monday, May 5, 2014 at 9:00 AM at SAU #95.
 - b. All Vendors submitting a proposal must be in attendance at the site walk. Proposals from Vendors who did not attend the site walk will be disqualified.
 - c. Questions regarding the site visit can be directed to Adam Steel at (603) 425-1976.

4. Background

The Windham School District is comprised of four schools serving approximately 2,800 students, plus a separate pre-school facility, and a separate administrative office building.

II. EVALUATION PROCESS

Vendors' proposals will be evaluated against specifications as presented in this request for proposals. No award will be made to any vendor who cannot demonstrate to the District that it has sufficient availability and experience in this class of work and sufficient capital and plan to enable them to provide the services successfully within the time frame defined herein. The District's decision or judgment on these matters shall be final, conclusive, and binding.

III. TIME TABLE

The following schedule shall be adhered to under these specifications:

Proposal Solicitation:	April 19 – May 9, 2014
Mandatory Site Walk:	May 5, 2014 at 9:00 AM
Due Date for Proposals:	May 9, 2014 at 2:00 PM
Proposal Opening:	May 9, 2014 at 2:00 PM
Proposal Award:	To be Determined
Term of Contract:	July 1, 2014 through June 30, 2016

IV. SCOPE OF WORK

The purpose of this RFP is to secure a two year contract with two optional, one year extensions for the services listed below. The Contract will include a provision that allows the District in its sole discretion to amend the services to be provided by Vendor in the second and subsequent years. All Vendors need to be specific in identifying the cost for each year of the contract on the proposal forms.

1. Grounds-Keeping:

- a. Vendor shall supply all necessary equipment and materials to perform proper grounds-keeping. A list of equipment shall be furnished with each proposal, including the manufacturer and the age of the equipment.
- b. All ***lawn areas*** are to be kept in an acceptable condition, not to be allowed to grow longer than four inches (4”), unless otherwise directed by the District. All areas are to be trimmed around all walls and shrubbery. Vendor must be able to adjust the height of cut to prevent burning of the lawn areas.
- c. All ***sports fields*** are to be kept in an acceptable condition, not to be allowed to grow longer than three inches (3”), unless otherwise directed by the District. Vendor must be able to adjust the height of cut to prevent burning of the sports fields. The schedule of cuttings of the sports fields shall be coordinated with the District due to the need of the sports organizations to line the fields, etc. Soccer goals should not be moved for cuttings.
- d. Vendor shall ensure that all areas are mowed and trimmed immediately prior to any holiday occurring during the mowing season.
- e. ***Trash pick-up (i.e., litter on the fields)*** shall be performed prior to all cuttings and ***string trimming*** shall be conducted at every cutting.
- f. Vendor shall be responsible for ensuring that all areas are maintained as specified in this RFP (i.e. no longer than 4” or 3”), and there shall be no predetermined number of cuttings. Vendor is responsible to monitor the turf areas and ensure that the grass does not exceed the height specified.
- g. Vendor is hereby advised that the Windham School District reserves the right to terminate the resulting contract in the event of the Vendor’s failure to perform the duties as outlined in the RFP. Vendor shall submit a proposed schedule of cuttings to the Windham School District. The contract price shall cover any and all cuttings necessary to ensure the proper maintenance of all areas.
- h. ***All areas*** shall be raked and cleaned up prior to the first scheduled cutting, and after each subsequent cutting, the clippings are to be bagged and taken off-site, unless directed otherwise by the Windham School District. Also, all areas shall be cleaned up at the end of the contract period. The cost for this facet of the contract shall be included in the overall contract cost, and not billed on an hourly basis.
- i. ***Shatter core or open core aeration*** shall be performed on all sports fields as the need arises and as directed by the Windham School District.

- Included in the price proposal by the vendor shall include one annual aeration on every surface. Vendor shall specify the unit price per square foot for this activity as a separate item for additional aerations in addition to the once annual aeration.
- j. **De-thatching** shall be performed on **all sports fields** as the need arises and as directed by the Windham School District. Included in the price proposal by the vendor shall include one annual de-thatching on every surface. Vendor shall specify the unit price per square foot for this activity as a separate item for additional de-thatching services in addition to the once annual service.
 - k. **Over-seeding** shall be performed on **all sports fields** as the need arises and as directed by the Windham School District. Included in the price proposal by the vendor shall include one annual over-seeding on every surface. Vendor shall specify the unit price per square foot for this activity as a separate item for additional services in addition to the once annual service.
 - l. **Sod** shall be replaced in high wear areas of all sites as the need arises. Vendor shall specify the unit price per square foot for this activity as a separate item and not included in the lump sum prices.
 - m. **Pruning** shall be performed as necessary per **Attachment A**. Vendor shall specify the cost for this service as part of the proposal forms attached and not included in the lump sum prices.
 - n. **Walkways**, where applicable, shall be maintained in a cleaned/swept condition.
 - o. If any additional areas are added to the site list (**Attachment A**) during the contract period, the Windham School District reserves the right to negotiate any additional charge with the Vendor.
 - p. Vendor shall provide a per unit rate for the items listed in the proposal forms, including, but not limited to: per man labor rate, bobcat rate, dump truck rate, backhoe rate.
 - q. Vendor will be required to submit a weekly log of all services performed via an electronic form provided by the District.

2. Irrigation System Maintenance

- a. Vendors shall supply all necessary equipment to perform proper maintenance of **all irrigation systems in place**. A list of equipment shall be furnished with each proposal, as well as the manufacturer and age of the equipment.
- b. Vendor shall perform monthly checks of sprinkler heads in all zones by running a test cycle. Vendor shall keep all control boxes clear of any foreign materials. Any problems/defects in the Windham School District systems shall be reported to the Facilities Director prior to repair.
- c. **All systems** shall be blown out at the end of the season, and prepared for winterization.
- d. All repairs to the irrigation systems shall be done on a cost plus percentage basis, with the percentage up-charge identified in the proposal form.

3. Infield Maintenance

- a. Vendor shall supply all necessary equipment, including gas and oil to perform proper maintenance and upkeep of the infield areas. A list of equipment, including the manufacturer of the equipment and the age shall be included with each proposal.
- b. **All infields (i.e., all non grassed infield areas)** shall be edged and dragged on a **weekly** basis and kept weed free.
- c. **Turf** shall be applied to all areas **annually** at the beginning of the season per the manufacturer's recommendations. Vendor shall supply a unit price per ton for Turf applications as each field may or may not require the same amount of materials or frequency.

4. Snow Plowing

- a. The proposal must include the price to plow and/or snow blow all areas indicated on walkthrough of school facilities and mentioned below:
 - a. **GOLDEN BROOK SCHOOL:** Plow all areas indicated on mandatory walk-through. Plowing will also include the Golden Brook School Faculty Parking Lot and the front sidewalks. All fire hydrants must be plowed out and made accessible. All school entrances should be pushed back or snow removed to allow visibility to enter and exit safely.
 - b. **WINDHAM CENTER SCHOOL:** Plow all areas indicated on mandatory walkthrough. Plowing will also include the Windham Center School Faculty Parking Lot and playground area. All fire hydrants must be plowed out and made accessible. All school entrances should be pushed back or snow removed to allow visibility to enter and exit safely.
 - c. **WINDHAM MIDDLE SCHOOL:** Plow all areas indicated on mandatory walkthrough. Plowing will also include the Windham Middle School Faculty Parking Lot. All fire hydrants must be plowed out and made accessible. All school entrances should be pushed back or snow removed to allow visibility to enter and exit safely.
 - d. **WINDHAM-HIGH SCHOOL:** Plow all areas indicated on mandatory walkthrough including all walkways. Plowing will also include the Windham High School Faculty Parking Lot. All fire hydrants must be plowed out and made accessible. All school entrances should be pushed back or snow removed to allow visibility to enter and exit safely. All parking spots in student parking lots shall be exposed at each storm's end.
 - e. **WINDHAM PRESCHOOL:** Plow all areas indicated on mandatory walkthrough. All fire hydrants must be plowed out and made accessible. Plowing will also include the Windham-Pelham Preschool Faculty Parking Lot. All school entrances should be

pushed back or snow removed to allow visibility to enter and exit safely.

- f. **SAU 95 ADMINISTRATIVE OFFICES:** Plow all parking areas and driveways.
- b. Proposals should contain price for plowing, residual removal, ice control, and snow removal to be done as directed.
- c. All school facilities must be opened by 6:00 AM each day including weekends and vacation periods (“open” includes plowing and ice control). Vendor must make every reasonable effort to ensure school facilities can open at this time each day.
- d. Emergency accessways must be kept clear of snow and ice at all times.
- e. Re-plowing/re-snow blowing of all areas must be done each time 2” of additional snow fall has accumulated or as directed by the District.
- f. Vendor will be responsible for staking areas to be plowed.
- g. In the event of ice accumulation, Vendor must provide for ice control as is necessary to provide safe surfaces for students and staff members.
- h. In the event of a large snowstorm, snow removal must be done to allow access for parking. Vendor must make every effort to expose as many parking spaces as possible.
- i. Vendor shall specify the price per hour for the following equipment as a separate item and not included in the lump sum prices.
 - a. Loader
 - b. Dumptruck
 - c. Triaxle
- j. Dumpster must be cleared of snow to allow access.

V. PAYMENT TERMS

The successful vendor will be paid in equal, monthly payments divided over the months of July through June or other mutually agreed upon schedule. A taxpayer identification form (W-9) will be required at the time of the proposal award.

VI. INSURANCE

1. Worker’s Compensation Insurance

Vendor shall purchase and maintain such Workers Compensation insurance in the amount required by law for the term of the contract. In case any such work is subcontracted, Vendor shall require the subcontractor to provide Workers Compensation insurance in the amount required by law.

2. Public Liability and Property Damage Insurance

Vendor shall purchase and maintain such public liability and property damage insurance as shall protect them, any subcontractor performing work covered by this proposal, and the Windham School District from any and all claims for

damage or personal injury, including death which may arise from operations under this Request for Proposals and resulting contract whether such services be performed by Vendor or anyone directly or indirectly employed by the Vendor or any other person or company retained by it to carry on all or a portion of the services necessary to abide by the terms of the Request for Proposals and resulting contract.

3. Certificates

Vendor shall include preliminary certificates with the proposal submission showing that the above insurance has been purchased. The adequacy of protection shall be subject to the approval of the Business Administrator.

Vendor shall name SAU #28, the Windham School District, their Boards, officers, agents and employees as named insureds in any and all required insurance policies. Vendor shall not cancel the insurance without 30 days written notice to the District.

VII. CONDITIONS OF PROPOSAL

1. Indemnification and Insurance

The successful Vendor shall agree to indemnify and hold harmless the District from and against any and all claims including but not limited to any and all claims for personal injury, death and/or property damage which may in any way arise out of or occur during the performance of services under this Request for Proposals and resulting contract, whether such services be performed by the Vendor or anyone directly or indirectly employed by the Vendor or any other person or company retained in any way by it to carry on all or a portion of the services necessary to abide by the terms of the Request for Proposals and resulting contract.

2. No Conflict

The Vendor, in submitting a proposal shall agree and so state in its proposal that no person acting for or employed by the District has a direct or indirect financial interest in the proposal or in any portion of the profits that may be derived therefrom.

3. Compliance With Law

The Vendor shall be required to comply with all applicable provisions of federal, state, and local law, both in its response hereto and in provision of any services by the selected Vendor.

4. District Reservation of Rights

- a. The District reserves the right to accept or reject any or all proposals, in whole or in part, to negotiate with any or all Vendors, and to waive any informality in the Request for Proposals, and to enter into an agreement with the Vendor that the District in its sole discretion, determines is in the best interest of the District even though the Vendor may not submit the lowest bid or proposal. Vendor shall be responsible for any and all expenses that it may incur in preparing the proposals.
- b. Negotiation, if undertaken by the District, is intended to result in a contract, which is deemed by the District, in its sole discretion, to be in the District's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Vendor.
- c. The District reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including but not limited to, terms and conditions required by funding sources, and additional work which may be identified subsequent to the starting date of the contract.
- d. The District reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received.
- e. Any and all expenses incurred by the selected Vendor shall be the Vendor's responsibility. The proposed fee shall be all-inclusive. The District will not honor requests for payment of so-called reimbursable expenses.

5. Work Authorization

The Vendor will be authorized to do work by being given a "Notice to Proceed".

6. Termination of the Contract

- a. The District reserves the right to terminate its contract at any time if deficiencies of any kind are reported in writing to the Vendor, and if said deficiencies are not corrected within ten (10) days.
- b. The District may terminate without cause this contract as of the last day of any fiscal year by providing the Vendor with written notice of termination no later than April 1st of such year. Furthermore, the District has the right to terminate this contract for cause, including but not limited to the Vendor's negligence, incompetence, or failure to meet the conditions of this RFP or resulting contract.

7. Amend Terms of Contract

The District reserves the right in its sole discretion to amend the terms of the contract and services to be performed in the second and third years of the contract. Amendments to the contract would reflect the needs of the District for those years.

8. Damages to School Property

The Vendor will be responsible at its sole expense for any and all damage to school property, such as pavement, grass, mulch, signs, etc. Prior to payment, any and all damages must be repaired to the satisfaction of the District.

9. Equipment List Furnished

Vendor must provide a current listing of equipment including manufacturer, model, and year of manufacture to be used in grounds-keeping and snow removal operations along with the proposal.

10. Employees

Vendor shall not send any employee or agent who is a registered sex offender to any school building or property. Quarterly, the Vendor shall check the registry to determine if the employee is registered.

VIII. REFERENCES/WORK EXPERIENCE

All proposals shall include a detailed listing of the firm’s prior experience and at least three references.

X. NON-COLLUSION CLAUSE

“The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this, section, the word ‘person’ means any natural person, joint venture, partnership, corporation, or other business or legal entity. Further, I certify that the items to be supplied by my firm will meet or exceed the specifications as listed in this request for proposal.”

FIRM: _____

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

TELEPHONE: _____

DATE: _____

END OF REQUEST FOR PROPOSAL DESCRIPTION

General Vendor Certifications and Disclosures

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Proposal: _____

I. Criminal and Civil History. By submission of this proposal, the Vendor hereby certifies under oath that the Vendor, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes _____ No _____

If the answer is “no”, the Vendor shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the Vendor, or the Vendor’s directors, partners, principal officers or key employees. The term “key employee” for each statement shall include, but is not limited to, any employee who has an ownership interest in the Vendor and any employee who shall have contact with the schools, including all delivery personnel. A “bidding crime” is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury or material misrepresentation. The Vendor shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Vendor or the Vendor’s directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Vendor, as well as the contractor’s/vendor’s directors, partners, principal officers or key employees. The term “key employee” includes, but is not limited to, any employee who has an ownership interest in the Vendor and any employee that shall have contact with the schools, including all transportation personnel. The Vendor shall not be required to disclose any conviction which has been annulled by a court.

II. Creditor Relationships and Business History. Vendor hereby certifies that it:

A. Has been in business for _____ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Vendor filed for bankruptcy protection on _____.

III. Equal Opportunity Employer. Vendor hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes _____ No _____

IV. Safety and Licensure. Vendor certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide transportation services to the District and meets all applicable safety standards.

Yes _____ No _____

V. Insurances. Vendor holds all the insurances which shall be required by the District.

Yes _____ No _____

VI. Criminal Records and Training. Vendor complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements.

Yes _____ No _____

VII Contract Performance. Vendor certifies that it has never had a contract terminated for nonperformance.

Yes _____ No _____

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Vendor on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.

PROPOSAL FORM

Complete Service (Sections 1-4, Scope of Work): Grounds-keeping, fertilization of the Windham School District facilities grounds, sports fields, maintenance of irrigation systems and infields as applicable on all sports fields and grounds, and snow removal of the District's schools and buildings.

Year One (July 1, 2014 – June 30, 2015):

Total proposal price for services as outlined in "Scope of Work": \$ _____

Year Two (July 1, 2015 – June 30, 2016):

Total proposal price for services as outlined in "Scope of Work": \$ _____

District Optional Year Three (July 1, 2016 – June 30, 2017):

Total proposal price for services as outlined in "Scope of Work": \$ _____

District Optional Year Four (July 1, 2017 – June 30, 2018):

Total proposal price for services as outlined in "Scope of Work": \$ _____

PROPOSAL FORM

Unit Prices for the following: (These prices are separate from the Lump Sum totals.):

De-thatching (See # 1H) Cost per square foot \$ _____
Shatter Core or Open Core Aeration Cost per square foot \$ _____
(See #1I)

Over Seeding (See # 1J) Cost per square foot \$ _____
Sod Repairs (See # 1K) Cost per square foot \$ _____
Pruning (See # 1L) Cost per occurrence \$ _____
Labor Rate (See # 1O) Cost per hour/per man \$ _____

Dump Truck (See # 1O & 4I) Cost per hour/per truck
w/ man \$ _____

Backhoe (See # 1O) Cost per hour/per truck
w/ man \$ _____

Bobcat (See # 1O) Cost per hour/per truck
w/ man \$ _____

Irrigation Head Repairs (See # 2D) Cost per head \$ _____

Irrigation Repairs other than Material cost plus \$ _____
Head replacements (See # 2D)

Turf (See # 3C) Cost per square foot \$ _____

Loader (2 yard Minimum) (See # 4I) Cost per hour/per truck
w/ man \$ _____

Triaxle (See #4I) Cost per hour/per truck
w/ man \$ _____

Important Note: The vendor shall be specific to indicate any increases in year two or three for the above listed unit price items. If no differences are noted in the proposal, the vendor agrees to accept the same unit prices in year two and/or three should the Windham School District elect to exercise its option to extend the contract.

ATTACHMENT A

Site List

1. Areas and locations to be maintained are as follows:

Facilities

- a. Golden Brook School – 112B Lowell Road
- b. Windham Center School – 2 Lowell Road
- c. Windham Middle School – 112A Lowell Road
- d. Windham High School - 64 London Bridge Road
- e. School Administrative Unit 95 – 19 Haverhill Road

Recreational Facilities

- a. Golden Brook School softball and soccer fields – 112B Lowell Road
- b. Windham Center School baseball fields – 2 Lowell Road
- c. Windham Middle School soccer and baseball fields – 112A Lowell Road
- d. Windham High School soccer, baseball, softball, and football fields - 64 London Bridge Road

2. Shrubs at the following locations are to be kept pruned at all times during this contract:

Windham School District Facilities

- a. Golden Brook School – 112B Lowell Road
- b. Windham Center School – 2 Lowell Road
- c. Windham Middle School – 112A Lowell Road
- d. Windham High School - 64 London Bridge Road
- e. School Administrative Unit 28 – 19 Haverhill Road