

**Grounds-Keeping/Maintenance/Fertilization Request for
Proposals February 20, 2020**

INTRODUCTION

2/20/2020

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 services for all Windham School District grounds.

The contract term is July 1, 2020 through June 30, 2022. 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 Request for Proposals" via mail or in person to:

Mr. William Hickey, Business Administrator
Windham School District
19 Haverhill Rd. Windham, NH 03087
ATTN: Grounds-Keeping/Maintenance/Fertilization RFP

- b. Proposals must be received no later than 1:00 PM Wednesday March 18, 2020. 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 No proposal may be withdrawn prior to 30 days from the due date.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 Friday March 6, 2020 at 10:00 AM at 19 Haverhill Road, Windham, NH 03087.

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 Roger Preston at (603) 845-1550 ext.1217 or rpreston@windhamsd.org.

4. Background

The Windham School District is comprised of four schools serving approximately 3,000 students, plus 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: February 20, 2020 - March 18, 2020

Mandatory Site Walk: March 6, 2020 at 10:00 AM

Due Date for Proposals: March 18, 2020 at 1:00 PM

Proposal Opening: March 18, 2020 at 1:00 PM

Proposal Award: To be Determined

Term of Contract: July 1, 2020 through June 30, 2022

IV. SCOPE OF WORK

The purpose of this RFP is to secure a two-year contract. 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. 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.

GROUNDS-KEEPING SCOPE OF THE WORK

Building Grounds

Lawn Maintenance

- A. **Trash pick-up (i.e., litter on the grounds)** shall be performed prior to all cuttings and string trimming shall be conducted at every cutting.
- B. 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.
- C. All **lawn areas** are to be kept in an acceptable condition, not to be allowed to grow longer than three and a half (3.5"), unless otherwise directed by the District. There shall be no predetermined number of cuttings. Considering the topography, the Vendor is required to use the proper mowing equipment, adjustable in height, to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain or weather conditions.
- D. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.
- E. Permanent fixtures in the lawn areas are to be trimmed with string trimmers to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- F. Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Curbs, sidewalks, etc. are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
- G. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.
- H. Vendor shall ensure that all areas are mowed and trimmed immediately prior to any holiday and/or graduation ceremonies occurring during the mowing season.

Tree and Shrub Maintenance

- A. All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are to be discussed with the District Head Groundskeeper.
- B. Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.
- C. All formal hedges shall be sheared to maintain desired shape and height.
- D. Dead or damaged portions of plants shall be removed whenever possible.
- E. All mulched shrub beds, maintained natural areas and walking paths, with weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides and must have approval by District Head Groundskeeper.
- F. All pruning debris is the responsibility of the Vendor. No debris may be disposed of onsite without the expressed permission of the District Head Groundskeeper.
- G. Mulching and Edging shall be performed at all sites and areas identified in **Attachment B**. District will specify the type, color, quality, and application rate of mulch that will be applied.
- 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.

Ground Cover & Beds

- A. Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- B. All plant material shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides and must have approval by District Head Groundskeeper.
- C. Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.
- D. Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- E. Sign faces and windows shall be kept clear of encroaching growth.
- F. Mulching and Edging shall be performed at all sites and areas identified in **Attachment B**.
- G. District will specify the type, color, quality, and application rate of mulch that will be applied.
- H. Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.
- I. The District agrees to be financially responsible to replace plant materials on a timely basis.

Other Services

- A. Spring Clean-Up shall be performed as follows and should be included in the pricing. Spring clean-up shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove any sand and gravel from beds and lawns.
- B. Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be performed as needed and on a weekly basis. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual, cut back perennial plantings appropriately.
- C. The Vendor shall provide three (3) fertilization services applications per year, per area. Lebanon Proscape 25-0-10 50% Mesa 100% Expo at a rate of 0.9lbs Nitrogen (N) per 1000 sq. ft. shall be applied for all three applications. Vendor shall follow New Hampshire state law for application procedures.

Athletic Surfaces

- A. **Trash pick-up (i.e., litter on the Athletic Surfaces)** shall be performed prior to all cuttings and string trimming.
- B. The schedule of cuttings of the Athletic fields and height of cut will be coordinated by the District Head Groundskeeper. There shall be no predetermined number of cuttings.
- C. All goals, benches or athletic equipment shall be moved for mowing and repositioned after mowing.
- D. Mower decks need to be clean and blades sharpened **Prior** to Athletic Surface mowing.
- E. String trimming shall be conducted at every cutting.

Other Services

- A. Spring Clean-Up shall be performed as follows and should be included in the pricing. Spring clean-up shall include, but not be limited to, leaf removal from all areas of athletic surfaces, removal of stones, gravel from winter snow removal.
- B. Fall Clean-Up shall be performed as follows and should be included in the pricing. Fall clean up shall be performed as needed and on a weekly basis. Work shall include, but not be limited to, leaf removal from all areas of athletic surfaces.
- C. The Vendor shall provide three (3) fertilization services applications per year, per area. Lebanon Proscape 25-0-10 50% Mesa 100% Expo at a rate of 0.9lbs Nitrogen (N) per 1000 sq. ft. shall be applied for the Spring and Fall application. Nutrite 25-0-10 50%Umaxx & 25% Duration professional fertilizer at a rate of 0.9 lbs of Nitrogen (N) per 1000 sq.ft. for summer application. Vendor shall follow New Hampshire state law for application procedures.
- D. Vendor is responsible for lining/painting athletic fields. A schedule will be coordinated by the District's Head Groundskeeper. The Vendor is required to provide all necessary equipment and supplies to line

athletic fields. The proposal should include cost for lining/painting all District athletic fields for athletic events and ensure the proper regulation game field sizes.

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. Infields may be treated with legally approved herbicides and must be coordinated with District Head Groundskeeper.

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

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The Contractor shall submit a Certificate of Insurance showing the Contractor has the required coverage.

- 1. The contractor shall name Windham School District as an additionally insured.
- 2. Claims under Workers' Compensation, disability benefit and other similar employee benefits.
- 3. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage.
- 4. Claims for damage because of bodily injury, occupational sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage.
- 5. Claims for damage because of injury to or destruction of tangible property, including loss of use resulting therefrom.

a. Workers Compensation and Employers' Liability	Statutory Limits
Each Accident	\$1,000,000
Disease (Policy Limit)	\$1,000,000
Disease (Each Employee)	\$1,000,000
b. Comprehensive General Liability	
Bodily Injury (Each person/Each occurrence)	\$1,000,000
Property Damage	\$1,000,000
c. Comprehensive Automobile Liability	
Bodily Injury (Each person/Each occurrence)	\$1,000,000
Property Damage	\$1,000,000

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 #95, 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

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.

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.

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.

The District reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received.

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

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.

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 with the proposal.

10. Employees

The Vendor shall ensure that all employees perform criminal background checks for all persons that will be present on the job site at any time. Criminal background checks of employees must be completed prior to the start of any jobsite work. All background check forms must be submitted to the SAU# 95 School Superintendent for final approval. Any cost associated with the background checks shall be the Vendor's responsibility.

VIII. REFERENCES/WORK EXPERIENCE

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

IX. 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 averse 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, and infields as applicable on all sports fields and grounds of the District’s schools and buildings.

Year One (July 1, 2020 – June 30, 2021):

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

Year Two (July 1, 2021 – June 30, 2022):

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

Equipment List:

YEAR	MAKE	MODEL

Attachment B

Windham School District Site List

- 1. Windham High School- 64 London Bridge Road, Windham, NH 03087**
- 2. Administration Building- 19 Haverhill Road, Windham, NH 03087**
- 3. Windham Center School- 2 Lowell Road, Windham, NH 03087**
- 4. Windham Middle School- 112 Lowell Road, Windham, NH 03087**
- 5. Golden Brook School- 112B Lowell Road, Windham, NH 03087**