

Town of New Durham, N.H. REQUEST FOR PROPOSALS (RFP)

The Town of New Durham is accepting proposals from qualified contractors for the following:
Mowing and Landscape Maintenance of Municipal Grounds in the Town of New Durham.

All proposals must be submitted in accordance with the proposal submittal requirements and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the proposals.

The proposal specifications for the “Mowing and Landscape Maintenance of Municipal Grounds in the Town of New Durham” are available on the Town Website, Town Hall 4 Main Street and at the Department of Public Works, 56 Tash Road, New Durham, NH.

Proposals must be clearly marked “Mowing and Landscape Maintenance of the Municipal Grounds in the Town of New Durham.

Sealed proposals will be received until 2:00 PM, May 3, 2017 at the Town Administrators office. New Durham Town Hall, P.O. Box 207, New Durham, NH 03855.

The Town of New Durham acting through the Town Administrator reserves the right to reject any or all proposals, to award any proposals, to waive any informality on proposals received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Administrator shall be final.

If further information is necessary, please contact Scott Kinmond, Town Administrator at (603) 859-2091 Ext# 106 or Karen Kehoe, DPW Office Clerk at 859-8000.

I. INTENT

The Town of New Durham, acting through the New Durham Department of Public Works, and the provisions of the Town of New Durham Purchasing Policy requests sealed written proposals, from qualified contractors to obtain prices for the mowing and landscape maintenance of municipal grounds in the Town of New Durham as described in this document.

II. SPECIFICATIONS

All proposals shall be submitted in conformance with the specifications, scope of services contained herein, and any additional requested information must be supplied. Failure to comply will be reflected in the evaluation of the proposals.

III. SCOPE OF SERVICES

- A. The duration of this contract shall be for the 2017 mowing seasons, with the ability to be renewed annually for up to 3 years.
- B. The quality of workmanship will be to the acceptance and satisfaction of the Public Works Director or his designee, who will supervise all work hereunder. The mowing schedule shall be determined by the contractor and must be maintained by Best Management practices for the trade. Before the first mowing, all debris, leaves, paper and trash that have accumulated over the winter shall be picked up and legally disposed of off the property. This shall include complete trash and litter clean-up of all fences, paved, lawn and planting areas at the sites. This work shall be considered part of the maintenance activities (Spring Clean-up).
- C. Before all mowing, the contractor shall become familiar with the locations of all in-ground obstructions to eliminate the potential for damage. Any damage to utilities caused by contractor's operation shall be repaired immediately at the contractor's expense.
- D. Mowing activities are to take place when grass exceeds four (4) inches in length. At the time of cutting keep mower blades adjusted for a finished cut height of two and three quarters (2 3/4) inches. Trimming shall be performed around all buildings, structures, and other obstacles within the lawn area.
- E. Fertilization of facilities, we ask that the proposal outline the treatment recommendation whether a 2 step or 4 step process for the lawn areas.
- F. Mulch refreshing of mulch beds at Town Hall, Library and Police Department facilities. The Town will supply the mulch to be applied and will request pricing for edging and mulch application to the mulch beds. Also include any shrub or bushes to be trimmed.
- G. On the Proposal Form, the column labeled "Quantity" represents an estimated number of times each quote item will be required to be performed. This estimated number has been inserted solely for purposes of uniform calculation and comparison of quote amounts. It will be the responsibility of the contractor to perform lawn maintenance when the grass exceeds four (4) inches in length.
- H. Locations of Lawn Maintenance
 - 1. Item A: Please see (Attachment A) at the end of this document.

IV. SAFETY & TRAFFIC CONTROL MEASURES

The work shall take place in accordance with activities schedules for facilities or town ordinances quiet hours. The successful contractor shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws.

V. USE OF SUBCONTRACTORS

The use of subcontractors by the selected contractor shall not be allowed under this contract.

VI. ADDITIONAL INFORMATION

All inquiries regarding the proposal, the proposal process and any technical aspects may be directed to Town Administrator Scott Kinmond, (603) 859-2091 Ext# 106.

VII. ASSOCIATED COSTS AND SERVICES

Associated costs and services incurred in the preparation of the proposal submittal in response to this proposal request shall be the sole responsibility and at the sole expense of the submitting contractor.

VIII. PROPOSAL PROCEDURE

All prospective contractors are expected to carefully examine all provisions included in this document prior to submitting the proposal. Failure to do so will not relieve the successful contractors of its obligation to furnish all equipment and labor necessary to carry out the provisions of this document.

The submission of the proposal shall be considered prima facie evidence that the Contractors has made such examination of this document, and is familiar with the conditions to be encountered in performing the work and as to the requirements of the scope of services, proposal requirements and specifications, and any special provisions.

The costs entailed in carrying out the specifications and the scope of services contained herein, unless otherwise noted or specified, shall include full compensation for all material, equipment, tools, labor and incidental work necessary for the work as required by this proposal document.

IX. PROPOSAL SUBMITTAL REQUIREMENTS

All proposals shall be signed correctly, in ink. Proposals which are incomplete, conditional, or obscure, or which contain information not called for, errors, erasures, alterations or other irregularities of any kind, or contain abnormally high or low proposals, may be rejected.

All proposal submittals must contain the attached Proposal Form. All blanks are to be filled in and returned with this complete set of papers to the Town Administrator.

If a firm, partnership, or corporation makes a proposal, it shall be signed by a duly authorized person, who shall give his name and title as well as the name and address of the contractor, partnership, or corporation.

The Proposal must contain the full name of the firm and the address. Failure to manually sign a proposal will disqualify the contractor. The person signing the proposal shall show title or authority to bind the firm in a contract. Firm name and authorized signature must appear on the proposal form in

the space provided.

The completed proposal package shall include, at a minimum, this entire document including all attachments, any addenda distributed and/or any additional information and the proposal form:

All prospective contractors shall include, with their proposals the following:

1. One (1) original and two (2) copies of this entire document, including proposal form and all attachments;
2. A list of at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, and telephone number. Failure to include references will be ample cause for rejection of proposal as non-responsive. Preferred references include other local government agencies;
3. List of construction machinery, equipment, power equipment, and tools that will be assigned to and made available to perform the work;
4. The contractor's professional qualifications and experience, and experience in dealing with Municipalities; including a list of previous projects of a similar nature; and
5. A summary of the contractor's present workload, which shall contain a statement that demonstrates that the contractor has adequate personnel and resources to provide the services within the scheduled timelines.

Any or all proposals will be rejected if there is a reason for the Town to believe that there is collusion among prospective contractor. Any proposal so rejected will disqualify prospective contractor(s) from consideration in future proposals.

Lack of experience on the part of any prospective contractor may be grounds for disqualification.

X. INSURANCE

The selected contractor shall submit to the Town of New Durham Insurance Certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 30-days written notice has been received by the Town of New Durham."

The insurance required under the award of the proposal shall provide adequate protection for the selected contractor against damage claims, which may arise from work or services performed under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the contract.

The Town of New Durham shall be named as an additional insured on all insurance certificates.

Cancellation of Insurance. The cancellation of any insurance held by the selected contractor as required under this proposal will automatically cancel any contract. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 30-days written notice to the Town of New Durham.

The following shall be considered minimum standards for insurance required to perform the work or services provided in the Town of New Durham:

General Coverage

To be eligible to be awarded the contract to perform the work required under this proposal,

the selected contractor shall submit a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

Workers 'Compensation

To be eligible to be awarded the contract to perform the work required under this proposal, the selected contractor shall submit a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$2,000,000.00

In case any class of employees engaged in hazardous work under the awarded contract is not protected under the Workers' Compensation statute, the selected contractor shall provide adequate employer's liability insurance for the protection of such of his employees who are not otherwise protected.

XI. SELECTION CRITERIA AND AWARD

It is the intent of the Town to award this proposal to the most responsive and qualified contractor that meets all necessary requirements stated in this document. Before making its award, the Town shall consider the project proposal, work, and/or services or products delivered that best serves the processing needs and financial interests of the Town.

The Town of New Durham acting through the Town Administrator reserves the right to reject any or all proposals, to waive any informality on proposals received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Administrator shall be final.

All proposals submitted shall be held firm for 90-days from the proposal opening.

XII. CONTRACT AGREEMENT

The contractor selected through the award process will be required to enter into a contract agreement with the Town. This proposal document shall become part of that contract.

XIII. RECEIPT OF PROPOSAL

A submitted proposal may be withdrawn when requested in writing before the time of the scheduled opening. Such proposal will be returned unread. No proposal shall be withdrawn less than 30-days after the scheduled opening without the prior consent of the town.

Sealed proposal envelopes must be clearly marked "Lawn Mowing and Maintenance of

Municipal Grounds in the Town of New Durham”

Sealed proposals will be received until 2:00 PM on May 3, 2017 at the Town Administrator’s Office.

Faxing and/or the emailing of Proposals or the request of a withdrawal of a Proposal in either manner will not be permitted and will be destroyed upon receipt.

XIV. POSTING OF PROPOSALS

The proposal specifications for the “Mowing and Landscape Maintenance of Municipal Grounds in the Town of New Durham” are posted on the Town website under “RFP’s and Proposals” and are available at the Public Works office located at 56 Tash Road, New Durham, NH.

Prospective contractors seeking to submit a proposal are requested to inform the Town of New Durham by email at that they have obtained the proposal documents and any and all proposal specifications, and/or addendums from the Town’s Website. Please provide your name, address, phone number, and email address. This will enable the Town of New Durham to forward any addenda distributed and/or additional information that may be required for compliance with the proposal document.

XV. LAWS, PERMITS AND LICENSING

It is the selected contractor’s responsibility to adhere to and comply with all federal, state, and local laws, regulations, and codes as well as with all standards and practices relating to work. In addition, it is the selected contractor responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work. The selected contractor will pay for any permits, licenses, and certificates required for the work that is required by any law or regulation.

XVI. INDEMNIFICATION

In accepting the awarded contract, the selected contractor agrees to hold harmless and indemnify the Town of New Durham and its officers, agents, and employees from any liability arising from the completion of the work.

XVII. TERMINATION

The Town of New Durham acting through the Town Administrator retains the right under this proposal to terminate and dismiss the selected contractor for non-performance with five (5) working days’ notice.

Additionally, the Town of New Durham acting through the Town Administrator reserves the right to negotiate a contract with the next most responsive and qualified contractor for the services under this proposal.

XVIII. CHANGE ORDERS

The selected contractor shall not proceed with work outside of the contracting and contract requirements and specifications without prior written approval of the change by the Public Works Director or his designee.

XIX. PAYMENT

Payment will be made within thirty (30) days of receipt of the submission of completed invoice for services billed in writing, with approval signoff of the Recreation and Parks Director or her designee. Payment of invoice automatically releases any lien that the invoice may have provided against the Town. Billing invoices shall include fully itemized daily time logs by employee, time, and expense.

XX. APPLICABLE LAW

All disputes shall be decided under the laws of the State of New Hampshire.

XXI. PURCHASING POLICY APPLIES

The Town of New Durham's Purchasing Policy and Purchase Procedures apply to any proposals received hereunder.

PROPOSAL FORM

Proposal 2017-006 Mowing and Landscape Maintenance of Municipal Grounds in the Town of New Durham

Town Hall
4 Main Street
New Durham, NH 03855

Prospective contractors shall specify herein the cost of performing the work as specified in the proposal specifications attached hereto and made a part hereof.

The cost shall include all equipment, materials, labor, and tools incidental to the completion of this work.

Submit annual cost for each task for each facility:

Task	Town Hall Complex (TH/PD/FD)	Library	Cemetery	Recreation Fields
Spring Clean-up	\$	\$	\$	\$
Mowing & Trimming	\$	\$	\$	\$
Fertilization	\$	\$	\$	\$
Mulching/edging/bushes & Shrub trimming.	\$	\$	\$	\$
Sub-Total- Annual Cost	\$	\$	\$	\$
Collective Total Cost	\$			

The undersigned is submitting this Proposal without collusion with any other individual or corporation.

Name of contractor _____

Address of contractor _____

City, State and Zip Code of contractor _____

Business Telephone of contractor _____

Business Fax Telephone Number of contractor _____

E-Mail Address of contractor _____

Contractor Website Address _____

Signature of Authorized Person _____

Date _____

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of the proposal and resulting contract. Once submitted, all proposals shall be held firm and not withdrawn for 90-days from proposal opening.

Attachment A (LOCATIONS)

- Town Hall- 4 Main Street
- Police Station- 4 Main Street
- Fire Department-4-6 Main Street
- Town Cemetery- Stockbridge Corner Road
- Town Ball Fields- Smitty Way off of Main Street
- Library- 2 Old Bay Rd