

City of Portsmouth, NH  
Public Works Department

**REQUEST FOR PROPOSAL**

**RFP #13-22 GATEWAY LANDSCAPING MAINTENANCE**

**Sealed proposals plainly marked "RFP #13-22 GATEWAY LANDSCAPING MAINTENANCE "** on the outside of the mailing envelope as well as the sealed envelope, delivered to the front desk at City Hall, 1 Junkins Ave., Portsmouth, NH 03801, addressed to the Finance/Purchasing Department, will be accepted until **11:00 a.m. on January 6, 2022.**

The City of Portsmouth is seeking proposals from qualified contractors for maintenance of the two City Gateway parks for a three year period.

There will be a **mandatory pre-bid meeting on Monday, December 28, 2021 at 11:00 am.** Contractors will meet at the corner of Russell St. and Market St. to view the Market St. Gateway work, before proceeding to Ledgewood Drive for viewing of the Lafayette Gateway work.

Proposal specifications and proposal forms may be obtained from the City's website at <https://www.cityofportsmouth.com/finance/purchasing-bids-and-proposals>.

Questions about this project will be accepted by email only until **4:30 pm on December 27, 2021.** Answers to questions will be posted as an Addendum by **January 4, 2022.**

Addenda to this request for proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading. Addenda and updates will NOT be sent directly to vendors. Questions should be sent to [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com).

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal and to negotiate such terms and conditions of a final contract that may be in the best interest of the City.

## **PROPOSAL SPECIFICATIONS**

**Introduction and Scope of Work:** The City of Portsmouth maintains two Gateway Parks; one on Market St, and one on Lafayette Road and the Route 1 Bypass. The City seeks to engage a qualified contractor with at least five (5) years of experience of similar work to perform landscape maintenance under a three year agreement.

**Maintenance.** The City has preliminarily identified work to be conducted this year. See Attachment 1 and the Standard and Technical Specifications. The City envisions a walk around with the selected contractor to finalize the scope of maintenance work for this year. The City envisions a three-year contract with a cost escalation provision consistent with the CPI for the Boston area.

**Proposal Submittal.** Interested Contractors shall submit two (2) copies of a proposal package consisting of the following:

- Transmittal Letter with contact information;
- Completed Price Proposal Form for Annual Maintenance (included);
- Completed Statement of Qualifications (included); and
- Three References (brief description of work performed and contact information).

**Evaluation Criteria.** Proposals will be evaluated on the factors described below:

- a. Contractor's demonstrated experience, ability, capacity, and skill to perform (contractor must have a minimum of five (5) years of experience performing the type of work described in this RFP);
- b. Contractor's reputation, efficiency, judgment and integrity as demonstrated through references and any prior work performed for the City;
- c. Proposed schedule to complete the work;
- d. Pricing; and
- e. Contractor's proposal has been prepared in accordance with the instructions of the RFP.

**Selection Process and Contract.** The City may select one or more contractors to interview in person or over the telephone. Upon selection of the highest ranked contractor, the City will prepare a contract to incorporate the scope of work outlined in this request for proposal. If a final agreement cannot be reached, the City may proceed to the next highest ranked contractor. It is anticipated that the final contract will be similar in form to that attached, but final terms and conditions are subject to negotiation.

**Reservation of Rights.** The City reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal and to negotiate such terms and conditions of a final contract that may be in the best interest of the City.

The City also reserves the right to conduct such investigation, reference and background checks as necessary to determine and assess the qualifications of the contractor.

### **COVID-19 SPECIAL PROVISIONS**

Contractor shall at a minimum comply with City's COVID-19 protocols for the project site. Safety protocols shall be adjusted as may be required by any State of Emergency Order issued by the, U.S. President, the Governor of the State of New Hampshire or protocols issued by the City of Portsmouth.

### **COVID -19 DELAYS**

In the event that any State or federal executive order requires the stoppage of work, the City shall equitably adjust the Contractor's time for performance under this Contract. There shall be no adjustment to the Contract Price for any suspension of performance which is less than 30 days. Any suspension in work for more than 30 days will be grounds for an equitable adjustment to price as well as for time of performance.

## STATEMENT OF QUALIFICATIONS

**Note: This is a required submittal, fill out completely.**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1. Name of Entity
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in landscape maintenance?

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7. List your key personnel for this work.

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8. Have you ever failed to complete any work awarded to you?  
\_\_\_\_\_(no)\_\_\_\_\_(yes). If so, where and why?

9. Have you ever defaulted on a contract?  
\_\_\_\_\_(no)\_\_\_\_\_(yes). If so, where and why?

10. List your major equipment available for this contract on a separate attached sheet.

11. List any subcontractors whom you will use for the service (unless this work is to be done by your own organization, if so please state).

\_\_\_\_\_

\_\_\_\_\_

(The City reserves the right to approve subcontractors for this project)

**PRICE PROPOSAL for  
GATEWAYS LANDSCAPE MAINTENANCE**

1. Annual maintenance of Market Street Gateway \$ \_\_\_\_\_
2. Annual Maintenance of Lafayette Road Gateway \$ \_\_\_\_\_

<b>Total of 1 and 2, BASIS OF AWARD</b>	
In Figures	\$ _____
In Words	\$ _____

Hourly Rate for Laborer: \$ \_\_\_\_\_

Hourly Rate for Supervisor \$ \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Proposer

BY \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the proposer is

\_\_\_\_\_ of \_\_\_\_\_

(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary of Public

My Commission expires \_\_\_\_\_

## STANDARD SPECIFICATIONS

### **Mulch:**

Mulch shall be a natural bark pine/spruce mix which is brown in appearance. Mulch areas will be maintained at 4" thickness consistently throughout.

### **Weeding**

Weeding shall be done consistently enough throughout the contract period so that no mulched landscape bed is ever more than 20% weeds at any time.

### **Mowing**

Grass shall be mowed no lower than 3" throughout any time of the Contract period. Grass will be mowed frequently enough so that the grass never reaches a height over 4" through the Contract period.

### **Irrigation:**

Irrigation shall be "opened" in the spring early enough to avoid freezing evening temperatures, and "closed" late enough to avoid freezing evening temperature. The irrigation system will be maintained and monitored regularly throughout the Contract period for leaks and damages, and repaired whenever required.

All repairs will be documented and reported to the Parks and Greenery Foreman for the City of Portsmouth.

### **Pruning**

Shrubs and Perennials shall be pruned so that no dead or dying material is present and that the plant material is aesthetically pleasing. Plant material that is dead or that has become aesthetically unpleasing will be replaced with the same species or a species agreed upon by the Parks and Greenery Foreman. No plant material shall be replaced without consent of the Parks and Greenery Foreman and a written itemized estimate.

Tree pruning will maintain a clearance of 15 ft. over roadways, and 10 ft. over walkways. Dead material 1" or greater shall be removed. An International Society of Arboriculture Certified Arborist shall perform the work to ANSI A300 standards for all pruning.

### **Grass**

All grass areas shall be aerated and over seeded once in the spring and once in the fall. Grass seed will be selected with the Parks and Greenery Foreman.

## CONTRACT AGREEMENT FOR GATEWAY MAINTENANCE

THIS AGREEMENT is made as of the \_\_\_\_ day \_\_\_\_\_, 2022, by and between the City of Portsmouth, 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“Owner”) and \_\_\_\_\_, \_\_\_\_\_ (“Contractor”).

**ARTICLE I- WORK** - The Contractor shall supply at its expense all labor, materials, equipment and incidentals, as may be necessary, to complete the work **described in RFP 13-22.**

Incidentals shall include: general clean up; mobilization/demobilization; accessories and fasteners or components required to make items complete and functional. Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition.

**The work shall be carried out in accord with the Standard Specifications included with RFP 13-22.**

**ARTICLE II – PROJECT REPRESENTATIVE AND COORDINATION** – Owner’s Director of Public Works or designee shall oversee the work. Contractor understands and agrees that the schedule of work must be closely coordinated with Owner to avoid disruption to any scheduled recreational programming.

**ARTICLE III - CONTRACT TERM-** The term of this contract will be for a three year period, contingent upon annual funding for the multi-year maintenance activities.

**ARTICLE IV – TIME FOR PERFORMANCE-** The annual maintenance work for 2022 shall be completed by **November 1, 2022.** The scheduled time for completion of annual maintenance work for 2023 and 2024 shall be negotiated in good faith and agreed upon by the parties by April 30 of each year with work to be completed no later than September 30 of each year.

**ARTICLE V PRICE AND PAYMENT SCHEDULE** - Contractor invoicing for the maintenance work shall be based on the pricing shown on the Price Proposal form for that annual work. Owner shall pay all invoices within thirty (30) days for satisfactory work performed. Pricing for annual maintenance work shall be adjusted by the CPI for the Boston market.

**ARTICLE VI – INDEMNIFICATION** – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action.

**ARTICLE VII – PERMITS AND BONDS** – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations. **No bonds are required for this project. Municipal fees are waived.**

**ARTICLE VIII – INSURANCE** – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the attached Insurance Requirements.

**ARTICLE IX – TERMINATION** – Either party may terminate this agreement for convenience without cause with thirty (30) days written notice.

**ARTICLE X – MISCELLANEOUS** –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent.
- B. Owner and Contractor each binds himself, its partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

**CONTRACTOR**

BY: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF PORTSMOUTH, NH**

BY: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_



**CONTRACTOR'S AFFIDAVIT**

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

Before me, the undersigned, a \_\_\_\_\_  
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, \_\_\_\_\_  
(Individual, Partner, or duly authorized representative of Corporate)

who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

Owner

and \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_

Dated: \_\_\_\_\_

has been paid in full for Gateway Landscape Maintenance

\_\_\_\_\_  
(Individual, Partner, or duly authorized representative  
Of Corporate Contractor)

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2021

\_\_\_\_\_

**CONTRACTOR'S RELEASE**

KNOW ALL MEN BY THESE PRESENTS that

I, \_\_\_\_\_ {insert name}, in my capacity as  
\_\_\_\_\_ {insert title} of \_\_\_\_\_  
\_\_\_\_\_ {insert name of Contractor}

agree that upon receipt of the sum of \$ \_\_\_\_\_ from the OWNER as final  
and completed payment for the construction of: \_\_\_\_\_  
\_\_\_\_\_ {insert name of project}

do hereby on behalf of \_\_\_\_\_ {name of Contractor} and its  
successors and assigns release, quit-claim and forever discharge the City of Portsmouth, New  
Hampshire, its successors and assigns, of and from all claims and demands arising from or in  
connection with the construction of the above-referenced project and the contract dated  
\_\_\_\_\_. All claims and demands shall include without limitation all actions, causes,  
suits, debts, dues, duties, sums of money, accounts, reckonings, bonds, bills, specifications,  
covenants, contracts, agreements, promises, damages and judgments whatsoever in law or equity  
against the City of Portsmouth, New Hampshire which Contractor ever had, now has or may  
have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of  
record time to the date of these presents.

IN WITNESS WHEREOF,

Witness

Contractor:

\_\_\_\_\_  
print name : \_\_\_\_\_

By: \_\_\_\_\_  
Its Duly Authorized \_\_\_\_\_

Dated: \_\_\_\_\_

## **GENERAL REQUIREMENTS**

### 1. AUTHORITY OF CITY REPRESENTATIVE

(a) All work shall be done under supervision and to the satisfaction of the Project Representative. The Project's Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Project Representative will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Project Representative reserves the right to demand a certificate of compliance for a material or product used on the project. If the Project Representative determines the certificate of compliance is unacceptable, the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense.

### 2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(b) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(c) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

### 3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

#### 4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

#### 5. TEMPORARY FACILITIES

Storage Facilities: (a) Equipment and materials shall be stored in a location approved by the Project Representative; (b) Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location; and prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

#### 6. PAYMENT AND GURANTEES

##### General

(a) The Contractor shall be liable to OWNER for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work by the Project Representative.

(b) No monies, payable under the contract or any part thereof, shall become due or payable if the Project Representative so elects, until the Contractor shall satisfy OWNER that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of Contractor for the repair of equipment used in carrying out this contract; and the Project Representative, if so electing, may pay any and all such bills, in whole or in part.

(c) Any extra work performed will be paid for at the price negotiated between OWNER and the Contractor. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

##### Final Acceptance

(a) Upon due notice from the Contractor of presumptive completion of the entire project, Project Representative will make an inspection. If all construction provided for and contemplated by the contract is found complete to their satisfaction, this inspection shall constitute the final inspection Project Representative will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

(b) If, however, the Project Representative's inspection discloses any work in whole or in part, as being unsatisfactory, the Contractor will be given the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Project

Representative will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

(c) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms, affidavits, releases and certifications, OWNER will make final payment.

#### General Guaranty And Warranty Of Title

(a) Neither final payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by OWNER or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

(c) Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of OWNER. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

(d) At completion of project, Contractor to provide Owner, written guarantee of one (1) year workmanship warranty.

#### No Waiver of Legal Rights

7. INSURANCE REQUIREMENTS : Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

#### Amount Of Insurance

- A) Commercial General Liability:  
Bodily injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate

- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate  
Coverage requirements can be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

#### 8. ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.
- 3) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth  
Attn: Legal Department  
1 Junkins Avenue  
Portsmouth, NH 03801