

**City of Portsmouth, NH  
Portsmouth School Department  
REQUEST FOR PROPOSALS  
RFP# 33-24**

**Invitation**

Sealed proposals plainly marked "**RFP # 33-24, PORTSMOUTH SCHOOL DEPARTMENT, ATHLETIC FIELD and SYNTHETIC TURF MAINTENANCE**" addressed to the Finance/Purchasing Department 3<sup>rd</sup> Floor, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801 will be accepted until 2:00 p.m. on February 13, 2024.

The City of Portsmouth, School Department is seeking a qualified contractor to perform athletic field and artificial turf maintenance at the Portsmouth High School Athletic Complex using organic fertilizers and pest controls on the athletic fields and associated green spaces. Contractors must have demonstrated training or certification in the use and application of organic products.

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

Questions shall be directed to [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com) no later than February 5, 2024 @ 4:30 p.m. Questions will be posted by 4:30 pm on February 7, 2024

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.

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## **PROPOSAL SPECIFICATIONS**

**Introduction:** The City of Portsmouth, School Department (“City” or “School”) is seeking a qualified contractor to perform athletic field and artificial turf maintenance at the Portsmouth High School Athletic Complex which includes grass fields, an artificial turf field and associated island areas (“Athletic Complex”). Contractor shall use only organic fertilizers and pest controls that are OMRI listed on the athletic fields and associated green spaces. The school department (“City” or “School”) understands that there may be a situation that a synthetic application may be needed. The contractor will need prior permission in writing from the Director of Buildings & Grounds prior to applying the application. Contractors must have demonstrated training or certification in the use and application of organic products.

The School seeks to enter into a single contract for three growing seasons for a "not to exceed" price for all aspects of maintenance of the Athletic Complex. Contingent on annual funding, the contract will cover the three-year growing seasons of (1) April 1, 2024 - November 30, 2024, (2) April 1, 2025 - November 30, 2025, and (3) April 1, 2026 - November 30, 2026.

**Scope of Work and Method of Payment:** Attachment A describes the scope of work and serves as a work sheet for obtaining unit pricing. Contractor shall include all labor, equipment and materials necessary to accomplish the specified work.

The contractor will coordinate all work activities with the Director of Buildings & Grounds of the Portsmouth School Department. This coordination shall include the ordering, scheduling, and timing of work performed. In addition, it shall include the submission and approval of all monthly billings.

The contractor will supply a copy of the State Pesticide Licenses “B” and “G2” and certificates for all products proposed to be used to the Facilities Director before starting any work.

The method of payment shall be monthly billings upon completion of work performed on a monthly basis. This method may be replaced by less frequent "progress" billings. In no case will the total paid by the School exceed the proposal price unless specifically agreed to by both parties in writing as described below.

The School will pay only for work performed and completed, and billed at the contractors pricing on a time, materials, and equipment basis. The proposal specifications make certain assumptions regarding weather, applications frequency, and application quantities, which can be adjusted, should conditions warrant at the time, in the estimation of the Facilities Director. It is possible the total dollar amounts for

services required for labor and completed work will differ from the proposal unit amounts.

Should the School require additional services for labor, materials, and equipment due to unanticipated weather conditions or other events, such additional services shall be approved in advance by the Director of Buildings & Grounds and be paid for at the "per unit" pricing proposed.

**Insurance, Bond and Indemnification.** The selected contractor shall be required to carry insurance that meets the requirements of **Attachment B**. Evidence of compliance must be filed with the Business Office prior to performing any work or April 1<sup>st</sup> of each contract year whichever is earlier. A performance bond of \$15,000 must be posted or an amount equal to 10% of the total contract price, whichever is greater. This requirement may only be waived in writing if in the opinion of the Portsmouth School Department adequate financial representation and assurances have been presented at the time of proposal award.

The selected contractor will be required in the contract to indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's alleged negligence or breach of its obligation under the contract and to defend at its own expense all such actions with counsel satisfactory to City and will satisfy any judgment rendered against City in such action.

**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 (included);
  - Completed Statement of Qualifications (included);
  - Completed Attachment A - Unit Pricing Specification Sheet (included);
  - Three References;
  - Insurance Certificate(s);
  - Completed Release of All Claims for Purpose of Reference Check (included);
- and
- Such additional Information as Contractor may wish to add to assist the City in its evaluation of the Proposal.

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

- a. The contractor's demonstrated experience, ability, capacity, and skill to perform. The contractor must have a minimum of three (3) years of experience providing organic

athletic field application(s) and synthetic turf maintenance services as specified, with greater weight given to Contractors with five (5) or more years of experience.

b. The contractor's reputation, efficiency, judgment and integrity as demonstrated through references and any prior work performed for the School or the City of Portsmouth.

b. The quality and availability of equipment, supplies and materials that the contractor has available to accomplish the services specified herein.

c. Sufficiency of contractor's financial resources to fulfill the contract.

d. Contractor's proposal has been prepared in accordance with the instructions of the RFP.

e. Price Proposal and Unit Pricing.

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 invitation for proposal. If a final agreement cannot be reached, the City may proceed to the next highest ranked contractor.

**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.

**PRICE PROPOSAL**

This signed authorization must accompany the Proposal.

**NAME OF COMPANY**  
**ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME OF COMPANY AUTHORIZED AGENT**

1. The undersigned has read and understands all aspects of the proposal and the work to be performed.

1. The undersigned agrees that in submitting this proposal all conditions, requirements, and contractor qualifications including insurances are met.

2. The undersigned proposes to furnish all labor, materials and equipment to satisfy the proposal requests in **ORGANIC FIELD APPLICATION(s) and TURF FIELD MAINTENANCE** in accordance with specifications prepared by the Portsmouth School Department for the contract price specified below.

3. The proposed total contract price is:

\_\_\_\_\_ **(DOLLARS)**

4. This contract price is guaranteed for the duration of the proposal/contract period **(Specify 1, 2, or 3)**.

- 1. First year (4/24 - 11/24) \_\_\_\_\_
- 2. Second year (4/25 - 11/25) \_\_\_\_\_
- 3. Third year (4/26 - 11/26) \_\_\_\_\_

6. **SIGNED:**

**(SIGNATURE)**

\_\_\_\_\_

**(PRINT NAME & TITLE)**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

## 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
5. How many years have you been engaged in the field and turf maintenance business under your present name; also state names and dates of previous firm names, if any.

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6. List your key personnel for this work and describe any certifications, trainings or other experience your personnel who will be assigned to this work may have in the area of organic field maintenance and/or artificial turf maintenance. (Feel free to attach a separate sheet)

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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.

12. 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)

16. With what banks do you do business?

a. Do you grant the Owner permission to contact this/these institutions?

\_\_\_\_(yes) \_\_\_\_ (no).

b. Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statement are preferred. Internal statements may be attached only if independent statements were not prepared.

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 \_\_\_\_\_

**RELEASE OF ALL CLAIMS FOR PURPOSE OF REFERENCE CHECK**

TO: \_\_\_\_\_  
*Name of Reference ("Reference")*

\_\_\_\_\_  
*Name of Employer/Organization ("Entity")*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*

*On behalf of the undersigned Contractor, I hereby agree to release and hold harmless the above-named Reference and Entity from any and all claims and causes of action including without limitation actions for defamation, slander or interference with contractual relations for any statements made to the City during the course of the City's investigation of Contractor's qualifications.*

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**  
**Pages 10-15**

**SPECIFICATIONS AND PRICE BREAKDOWN**

Application procedures for Athletic Complex - Timing and number of applications may vary as necessary

<b>Application Specification</b>	<b>Pricing Per Application</b>		
	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>April and May</b>			
1. Edge, trim and clean baseball and softball fields. If not done previous fall.	_____	_____	_____
2. Aerate Athletic Fields; - All playing fields including sideline areas - Goal to goal area a second time	_____	_____	_____
3. Fertilize athletic grounds and islands Per recommended rates per 1000 sq. ft. - Liquid Lawn - Crab Grass Barrier - Weed Barrier	_____	_____	_____
4. Slice seed all fields one direction all playing fields - With 75/25, A 34 blue ryegrass. - 80 lbs. per acre including seeding	_____	_____	_____
5. Slice and seed in a second direction - between hash marks and penalty areas (5 lb. per 1,000 sq. ft.) - Practice football field - Practice field - Field Hockey Field - Soccer field - Varsity Baseball Field which is used as a Soccer field in the fall	_____	_____	_____

- 6. Vegetation Control once each month \_\_\_\_\_
- Underneath bleachers (4)
- Athletic sidewalks, road way,  
and high school sidewalks

**ATTACHMENT A (CONT.)**

<b>Application Specification</b>	<b>Pricing Per Application</b>		
<b>JUNE 15 - JULY 1</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
1. Fertilize athletic fields Per recommended rates per 1000 sq. ft. - Liquid Lawn Including surrounding PHS grounds	_____	_____	_____
2. Broadleaf Weed Barrier Per recommended rates per 1000 sq. ft.	_____	_____	_____
3. Crabgrass control Per recommended rates per 1000 sq. ft.	_____	_____	_____
4. Fungi control applied - 1st spell of temperatures over 85 degrees, Fungi should prevent and/or cure dollar spot, Brown patch and in extreme cases, Pythium.	_____	_____	_____
5. Vegetation Control - Infields (2) - Underneath bleachers (4) - Athletic sidewalks and roadway - High School sidewalks	_____	_____	_____
<b>JULY 1 – July 15</b>			
1. Grub Shield Per recommended rates per 1000 sq. ft.	_____	_____	_____
2. Slice and seed With 75/25, A-34 blue ryegrass. - 80 lbs. per acre - Practice football field, Practice field, Soccer, - Baseball, Field hockey field, and any worn areas as directed by the Facilities Director.	_____	_____	_____

School Athletic Field and Synthetic Turf Maintenance

3. Rototill and level clay portion of infield



**ATTACHMENT A (CONT.)**

**Application Specification  
JULY 20 – August 7**

**Pricing Per Application  
2024      2025      2026**

**Synthetic turf maintenance steps**

1.	Cleaning: Tennant sweeper used to clean field from debris, hair, lint, dander, etc.	_____	_____	_____
2.	Groom: groom field in proper direction <ul style="list-style-type: none"><li>- Using greens groomer brush</li><li>- Steel tine spring rake to help level off rubber and increase playability of field.</li></ul>	_____	_____	_____
3.	Disinfect: MPerial5 Detergent/Disinfectant <ul style="list-style-type: none"><li>* If directed by the Director of Buildings &amp; Grounds</li><li>* Chemical must be approved by State of NH</li></ul>	_____	_____	_____
4.	Repair Inspection: To be document and directed to the Director of Buildings & Grounds.	_____	_____	_____
1.	Spread Crum Rubber mixture <ul style="list-style-type: none"><li>* Based on compaction testing.</li><li>* Testing done by third party.</li></ul>	_____	_____	_____

**ATTACHMENT A (CONT.)**

**Application Specification**

**Pricing Per Application**

**August 20 - SEPTEMBER 7**

**2024                      2025                      2026**

<p>1.     Aerate athletic fields; -     Goal to goal area a second time</p>	<p>_____</p>	<p>_____</p>	<p>_____</p>
<p>1.     Fertilize athletic field's Per recommended rates per 1000 sq. ft. -     Liquid Lawn</p>	<p>_____</p>	<p>_____</p>	<p>_____</p>
<p>2.     Slice and seed With 75/25, A34 blue ryegrass. -     150 lbs. per acre -     Practice football field, Practice field, Soccer, -     Baseball, and Field hockey field and any worn        Areas as directed by the Facilities Director</p>	<p>_____</p>	<p>_____</p>	<p>_____</p>

**September 15 – September 25**

<p>3.     Slice and seed to all goal areas        -     2 lb. per 1,000 sq. ft. -     Football practice field -     Soccer Goal areas (4) -     Field Hockey Goal area (2) -     Band practice field -     And any other areas directed        by Facilities Director</p>	<p>_____</p>	<p>_____</p>	<p>_____</p>
<p>4.     Vegetation Control  -     Infields (2) -     Underneath bleachers (4) -     Walkways -     Athletic sidewalks and road.</p>	<p>_____</p>	<p>_____</p>	<p>_____</p>

**ATTACHMENT A (CONT.)**

**Application Specification**

**Pricing Per Application**

**October 15**

**2024**

**2025**

**2026**

1. Edge, clean, and trim baseball infield and softball field

\_\_\_\_\_

2. Fertilizer athletic field  
Per recommended rates per 1000 sq. ft.  
- Liquid Lawn

\_\_\_\_\_

3. Grub Shield – 1.5 oz. per 1000 sq. ft.  
Per recommended rates per 1000 sq. ft.

\_\_\_\_\_

**NOVEMBER 120**

1. Lime ground limestone  
- Lime calculation determined by Contractor testing

\_\_\_\_\_

**ATTACHMENT A (CONT.)**

**Athletic Field Material**

Contractor supplies minimum of 10 yards of material upon request.

- |    |  |       |       |       |
|----|--|-------|-------|-------|
| 1. | Screened loam to repair worn areas to athletic fields. | _____ | _____ | _____ |
| 2. | 10 yards of infield mix<br>Dura Edge Product           | _____ | _____ | _____ |
| 3. | Top dressing sand per yard                             | _____ | _____ | _____ |

***SPECIFICATIONS FOR MACHINERY:***

1. Tractor minimum 35 HP with PTO and turf tires.
1. Slice seeder Jacobsen 548 (or like) verticutting width no less than 5 feet.
2. Aerator 6-foot length 3-point hitch and no less than 144, 3/4" tines.
3. Fertilizer spreader Vicon 402 or in like.
4. Spray unit must be tractor or utility vehicle mounted (no automobile mounted spray rigs).
5. Verti-drain deep-tine aerator that can reach depth of a minimum of 10".



**INSURANCE REQUIREMENTS**  
**ATTACHMENT B**

**CITY OF PORTSMOUTH, CONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved to do business in the state of New Hampshire. 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. Comprehensive General Liability:  
Bodily injury or Property Damage \$2,000,000  
Combined Single Limit, per occurrence
- B. Automobile and Truck Liability:  
Bodily Injury or Property Damage \$2,000,000  
Combined Single, Limit, per occurrence

Coverage amounts may be met with umbrella/excess policies.

**ADDITIONAL INSURED**

All liability policies shall include the Portsmouth School Department, Portsmouth, NH as a named Additional Insured.

1. The contractor's insurance shall be primary in the event of a loss.
1. 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 Portsmouth School Department's general supervision of the contractor.

**EVIDENCE OF INSURANCE**

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Agreement. Written notice shall be given to the Portsmouth School Department at least (15) days prior to cancellation or nonrenewal of such insurance coverage.

## **ATTACHMENT B (continued)**

### **TYPES OF INSURANCE – STANDARD CITY REQUIREMENTS**

Purchase and maintain the following types of insurance (*where applicable*):

- 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.
- B. Bodily injury and Property Damage Insurance covering the operation of all motor vehicles and equipment, whether or not owned by the contractor, being operated in connection with the prosecution of the work under this contract.
- C. Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- D. Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

### **INDEMNIFICATION OF OWNER**

Contractor shall defend, indemnify and hold harmless Portsmouth, and its agents, officials and employees from and against any and all claims, actions, damages and losses incurred by Portsmouth arising out of or relating to Contractor's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages or losses are caused by the negligent acts or omissions of Portsmouth.

In addition to the foregoing, the Parties expressly acknowledge and agree that the indemnity obligations set forth herein shall extend to include any and all claims arising from environmental liabilities, losses, or damages. Furthermore, the indemnification provided for in this clause shall survive the expiration or termination of this contract, continuing to govern any claims or actions asserted thereafter.

### **NONDISCRIMINATION**

Any entity that enters a contract for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:

Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status