

**PORTSMOUTH SCHOOL DEPARTMENT  
ORGANIC ATHLETIC FIELD APPLICATION(s)  
And  
SYNTHETIC TURF MAINTENANCE  
INVITATION FOR PROPOSAL**

Sealed proposals plainly marked "**PROPOSAL – ORGANIC ATHLETIC FIELD APPLICATION(s) and SYNTHETIC TURF MAINTENANCE**" addressed to the Business Administrator, Portsmouth School Department, 1 Junkins Ave. Suite 402, Portsmouth, NH 03801 will be accepted until 2:00 PM on Thursday April 24, 2017 for:

***Organic Athletic Field Application(s) and Synthetic Turf Maintenance as listed in the specifications.***

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

The School Department 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 School Department.

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## **PROPOSAL SPECIFICATIONS**

**Introduction:** The Portsmouth School Department is accepting proposals for qualified contractors to perform Organic Athletic Field Application(s) and Synthetic Turf Maintenance for the Athletic Complex fields adjacent to the Portsmouth High School. The school seeks to enter into a single contract for three growing seasons for a "not to exceed" price for all aspects of field applications.

Contingent on annual funding, the contract will cover the three-year growing seasons of (1) April 28, 2017 - November 30, 2017, (2) April 15, 2018 - November 30, 2018, and (3) April 15, 2019 - November 30, 2019.

The Athletic Complex is defined as the 10 athletic fields and associated adjoining lands comprising 15 acres adjacent and including the Portsmouth High School.

**Scope of Work and Method of Payment:** The scope of work is set forth in detail in Attachment A and shall include all labor, equipment and materials necessary to accomplish the work.

The contractor will coordinate all work activities with the Facilities Director 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" to the Portsmouth School Department as requested.

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 Portsmouth School Department exceed the proposal price unless specifically agreed to by both parties in writing as described below.

The Portsmouth School Department 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 per unit amounts.

Should the Portsmouth School Department 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 Facilities Director 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 15<sup>th</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 be waived 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 Unit Pricing Specification Sheet
- Three References
- Insurance Certificates
- Completed Release of All Claims for Purpose of Reference Check (included)

**Proposal Evaluation:** Proposals will be evaluated on the following factors:

- a. The Contractor's ability, capacity, and skill to perform within the specified time limits. The Contractor shall have experience and capabilities of providing Organic Athletic Field Application(s) and Synthetic Turf Maintenance services as specified herein. The Contractor's experience, reputation, efficiency, judgment and integrity.
- b. The quality and availability of equipment, supplies and materials that the Contractor has available to accomplish the services specified herein.
- c. The Company's prior performance
- d. Sufficiency of Contractor's financial resources to fulfill the Contract.
- e. Contractor's Proposal has been prepared in accordance with the instructions of the RFP.

- f. Price Proposal and Unit Pricing
- g. References

The School Department 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 and the School Department reserve 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 School Department.

The City and School Department also reserve the right to conduct such investigation 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.
2. The undersigned agrees that in submitting this proposal all conditions, requirements, and contractor qualifications including insurances are met. Any failure to meet such conditions, requirements, or qualifications will result in bond forfeitures and proposal award cancellation.
3. 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 (from above schedule).
4. The proposed total contract price is:

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

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

- |    |             |              |       |
|----|-------------|--------------|-------|
| 1. | First year  | (4/17-11/17) | _____ |
| 2. | Second year | (4/18-11/18) | _____ |
| 3. | Third year  | (4/19-11/19) | _____ |

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
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you?  
\_\_\_\_\_ (no) \_\_\_\_\_ (yes). If so, where and why?
10. Have you ever defaulted on a contract?  
\_\_\_\_\_ (no) \_\_\_\_\_ (yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?  
\_\_\_\_\_ (no) \_\_\_\_\_ (yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
  
13. List your major equipment available for this contract.
  
  
14. List your key personnel such as project superintendent and foremen available for this contract.

15. 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**

**ORGANIC FIELD APPLICATION AND SYNTHETIC TURF MAINTENANCE  
SPECIFICATIONS AND PRICE BREAKDOWN**

Application(s) procedure for Athletic Fields and surrounding islands, and High School grounds. (timing and number of applications may vary as necessary).

<b>APRIL and May</b>	<b>2017</b>	<b>Price 2018</b>	<b>2019</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 - Sidelines areas in between hash marks - Goal to goal area a second time	\$ _____	\$ _____	\$ _____
3. Fertilize athletic grounds - 11 acres - Purely Lysine 15-0-0 (15lbs/acre) - Purely Plow Flow 9-0-2 (15lbs/acre) - Purely Maize (crabgrass) (10gal/acre) - Fiesta Weed Killer (over spray) (1.79gal/acre).	\$ _____	\$ _____	\$ _____
4. Slice-seed all fields one direction -10+ Acres - With 75/25, A-34 blue ryegrass. - 80 lbs. per acre including seeding Surrounding acreage approximately 15 acres	\$ _____	\$ _____	\$ _____
5. Slice and seed in a second direction In between hash marks and penalty areas (1 lb. per 1,000 sq. ft.) - Practice football field - Practice field, - Field Hockey Field - Soccer fields - Varsity Baseball Field which is used as a Soccer field in the fall	\$ _____	\$ _____	\$ _____
6. Vegetation Control once each month - Underneath bleachers - Walkways including high school - Paths.	\$ _____	\$ _____	\$ _____

**ATTACHMENT A CONTINUED**

**ORGANIC FIELD APPLICATION AND SYNTHETIC TURF MAINTENANCE  
SPECIFICATIONS AND PRICE BREAKDOWN**

	<i>Price</i>		
<b>JUNE 15 - JULY 1</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
1. (a) Fertilize athletic fields (10 + acres) - 30-3-15 40% scu. Rate: 150 lbs./acre	\$ _____	\$ _____	\$ _____
(b) Fertilize surrounding islands and PHS grounds - 5+ acres) same formulation.			
2. Broadleaf weed control (mcpp, 2-4d,dicamba).	\$ _____	\$ _____	\$ _____
3. Crabgrass control - using Acclaim 1ec .75 ozs/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 - Walkways including high school - Paths.	\$ _____	\$ _____	\$ _____
 <b>JULY 1 – JULY 15</b>			
1. Grub worm prevention treatment	\$ _____	\$ _____	\$ _____
2. Slice and seed With 75/25, A-34 blue ryegrass. - 80 lbs. per acre - Practice football field, Practice field, Soccer, - Baseball, and Field hockey field and any worn Areas as directed by the Facilities Director.	\$ _____	\$ _____	\$ _____
3. Rototill and level clay portion of infield	\$ _____	\$ _____	\$ _____



**ATTACHMENT A CONTINUED**

**ORGANIC FIELD APPLICATION AND SYNTHETIC TURF MAINTENANCE  
SPECIFICATIONS AND PRICE BREAKDOWN**

**SEPTEMBER**

**Price**

**2017      2018      2019**

- |  |          |          |          |
|--|----------|----------|----------|
| 4. Slice and seed to all goal areas<br>- 1 lb. per 1,000 sq. ft.<br>- Football practice field<br>- Soccer Goal areas<br>- Field Hockey Goal area<br>- Band practice field<br>And any other areas directed by Facilities Director | \$ _____ | \$ _____ | \$ _____ |
| 5. Vegetation Control<br>- Infields (2)<br>- Underneath bleachers<br>- Walkways<br>- Paths.  | \$ _____ | \$ _____ | \$ _____ |

**NOVEMBER 1-15**

- |   |          |          |          |
|---|----------|----------|----------|
| 1. Edge, clean, and trim baseball infield and softball field  | \$ _____ | \$ _____ | \$ _____ |
| 2. 15 yards of infield mix<br>- (20% clay – 40% sand – 40% silt)<br>To infields were needed to each baseball/softball field. Per Facilities Directors Direction if needed | \$ _____ | \$ _____ | \$ _____ |
| 3. Knotweed prevention treatment. 10+ acres   | \$ _____ | \$ _____ | \$ _____ |

**NOVEMBER 15-20**

- |  |          |          |          |
|--|----------|----------|----------|
| 1. Fertilize<br>- 24-4-14 50% Nutralene 200 lbs./acre. 11 Acres            | \$ _____ | \$ _____ | \$ _____ |
| 2. Lime ground limestone/acre.<br>- Lime calculation determined by testing | \$ _____ | \$ _____ | \$ _____ |

**ATTACHMENT A CONTINUED**

**ORGANIC FIELD APPLICATION AND SYNTHETIC TURF MAINTENANCE  
SPECIFICATIONS AND PRICE BREAKDOWN**

**NOVEMBER 15-20**

	<b>PRICE</b>		
	<b>2017</b>	<b>2018</b>	<b>2019</b>
3. Contractor supplies minimum of 10 yards of Screened loam to repair worn areas to athletic fields.	\$ _____	\$ _____	\$ _____

**SPECIFICATIONS FOR MACHINERY:**

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

**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.
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 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 non-renewal 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.