

# REQUEST FOR PROPOSAL

Lawn Care of Town Property and Land  
(2 Years)

January 11, 2019

Please direct all questions concerning this proposal to:

, Director of Public Works  
Department of Public Works  
55 Cherry Valley Road  
Gilford, NH 03249-6843  
Telephone: 603-527-4778  
Fax: 603-527-4781

Request for Proposal:

Lawn Care – 2 Year Contract

Client: Town of Gilford  
Department of Public Works

Date: January 11, 2019

INFORMATION FOR PROPOSERS:

- 1.01        Proposals will be received until **11:00 AM on Monday February 11, 2019** at the Department of Public Works (hereafter referred to as DPW), 55 Cherry Valley Road, Gilford, NH 03249. Any proposal not received prior to the time set in the request, or an addendum, shall be disqualified.
- 1.02        Proposals will be opened and evaluated by DPW in the name of the Town of Gilford (hereafter referred to as the Town) after the final date set for receipt. DPW may request proposers considered for award to submit additional data.
- 1.03        The Town reserves the right to reject any and all proposals. It also reserves the right to waive any informalities in connection with proposals.
- 1.04        Within thirty (30) days after the final submission date for proposals, the Town will offer an award. Selection will be made on the "best qualified" basis. Criteria for selection will include, but not be limited to cost, compatibility, support and reliability.
- 1.05        Payment will be made monthly for completion of contractual agreements and upon invoices submitted to DPW. Payment shall be only for work done.
- 1.06        Contract shall consist of the contract instrument as awarded and the request for proposal.
- 1.07        Failure to submit any required data may be cause for rejection. Proposers may submit such other data as they deem appropriate.

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GENERAL INFORMATION:

2.01 The work to be performed under this contract consists of the furnishing of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, licenses and permits, and performing all tasks necessary to accomplish work items concerning general electrical services to all municipal buildings and land locations.

2.02 Definitions:

Client: Town of Gilford, Department of Public Works

Consultant: The proposer awarded the contract to provide the client with the service or product described in the proposal.

Director of Public Works: The duly appointed individual responsible for general overseeing the completion of awarded contracted services.

Building and Grounds Supervisor: The duly appointed individual responsible for directly overseeing of the contracted services.

2.03 The Consultant shall diligently undertake and perform all work required by the contract. Consultant agrees to devote the number of persons and level of effort necessary to perform and complete the work in a timely manner. All work will be performed to the highest professional standards and will reflect the thoroughness, attention to detail, and application of specific knowledge expected of the field.

2.04 Client reserves the right to order changes in the work within the general scope of the project. Changes shall be ordered in writing by the Director of Public Works or his designee.

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If the Consultant encounters circumstances which it believes warrants a change in price, quality, quantity or method of performing work it shall notify the project manager of the circumstances in writing. No change in work shall be undertaken until authorized in writing by the Director of Public Works or designee. Consultant's sole responsibility is to notify the project manager in advance in writing of any work that it considers to be changed or extra. Failure to do so, and to provide and to receive approval before processing, shall waive any claim for additional payment.

- 2.05 Prior to commencing work or performing any phase of the work, Consultant shall obtain such permits or licenses as may be required by State, Federal, or Local law. Failure to obtain permits or licenses in a timely manner shall not be grounds to exclude performance or to extend contract time. Consultant shall obtain any permission required prior to entering upon private property to perform any task required.
- 2.06 Consultant shall, at their expense, carefully protect from injury trees, shrubs, buildings, fences, utilities, structures, pipes, conduits and personal property, public or private, which may be affected by the work. Consultant shall be liable for any damage done through its fault or that of its sub-contractors and shall restore any damaged property to the same or better condition as it was prior to Consultant's interference.
- 2.07 Contract to supply lawn care maintenance services shall run for a period of two (2) years, beginning April 2019 through October 2020.
- The Town reserves the right to extend this contract for one (1) additional year by mutual agreement with the Contractor and with the approval of the Board of Selectmen of the Town.
- 2.08 Client shall have the right to terminate this contract for convenience at any time prior to completion. Written notice of such termination

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Shall be mailed to Consultant at its address on file with the Town of Gilford. Termination shall be effective ten (10) days from the date notice is mailed. Upon receipt of notice, Consultant shall immediately stop work and terminate all subcontracts. Consultant shall be entitled to receive an amount equal to the cost of work performed to date, including the cost of terminated subcontracts plus an allowance of ten percent (10%) for overhead and profit provided that in no case shall the amount allowed exceed the maximum contract price, plus authorized change orders.

- 2.09 Upon failure of the Consultant to make satisfactory progress or failure to abide by the terms of the contract, or to obtain, furnish or keep in force any required permit, license, bond, or insurance, the Client shall have the right to terminate the contract for default. Written notice of termination shall be mailed to the Consultant at its address listed with the Town of Gilford. Notice shall be effective upon receipt. Upon receipt of notice, Consultant shall immediately stop work and relinquish all project files to the Client. Client may thereafter pursue the work or hire another consultant to do so and charge the excess cost thereof to Consultant.
- 2.10 Specialty subcontractors may be used to perform such work as is customary in Consultant's profession; however, the reports required shall be authorized by the Consultant who shall be liable for any faulty data, errors or omissions contained therein.
- 2.11 Consultant shall designate a member of its staff who is knowledgeable concerning this project and who has authority to act for the Consultant upon all matters pertaining to this agreement.
- 2.12 All insurance and bonds required to be carried under this contract shall be written in an amount sufficient to cover the full contract price of services offered to complete the job.

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- 2.13 Public Liability & Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract such insurance that will list the Town as additionally insured to protect the town, from claims for personal damages, which may arise from operations under this contract, whether such operations by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The town requires a 30 day written notice prior to cancelation of any insurance policy.

**INSURANCE SHALL BE IN THE MINIMUM AMOUNT OF TWO MILLION (\$2,000,000.) DOLLARS.**

**The Board of Selectmen for the Town of Gilford reserves the right to accept or reject any and all requests for lower amounts of insurance coverage under this proposal as deemed in their sole judgment, to be in the best interest of the Town.**

**Consultant shall not commence work under this contract, and will not be considered as having done so, until a certificate of insurance has been furnished to the Town and approved by same.**

- 2.14 The work to be done under the contract shall be completed in its entirety on or before the date specified in 2.07 of this document, provided however, that the Town may in its discretion extend the time for the completion of the work without invalidating any of the provisions herein contained and without releasing the surety.
- 2.15 The Consultant shall not permit any lien or claim to be filed or prosecuted against the Town on account of any labor or materials furnished.

PROJECT DESCRIPTION:

- 3.0 SEE ATTACHED SHEETS FOR DESCRIPTION OF WORK

**Request for Proposal  
Lawn Care Maintenance of Town Buildings / Land  
January 11, 2019**

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The Department of Public Works for the Town of Gilford is requesting proposals for the routine maintenance of all lawns and parks under its jurisdiction.

The following areas are to be considered for the purpose of this proposal:

1. **Sarah Peck Park** – Across from Library - lawn area to be cut and trimmed every 10 days, to include both upper and lower lawn. There are also areas of planted evergreens that must be trimmed around.
2. **Monument in front of church** – Across from Gilford Community Church; area to be mowed every 5 days from early April to July 15<sup>th</sup> and once every 10 days from July 15<sup>th</sup> to the end of the mowing season.
3. **Library** – 31 Potter Hill Road; area to be mowed every 5 days April to July and once every 10 days from July 15<sup>th</sup> to the end of the mowing season.
4. **Grange Hall/Thompson Ames** – 8 Belknap Mountain Road; front, rear, side lawns to be mowed and trimmed every 5 days from early April until July 15<sup>th</sup> and once every 10 days from July 15<sup>th</sup> to the end of the mowing season.
5. **Central Fire Station** – 39 Cherry Valley Road; front, rear, side lawns to be mowed and trimmed every 5 days from early April until July 15<sup>th</sup> and once every 10 days from July 15<sup>th</sup> to the end of the mowing season.
6. **Town Hall/Police Dept.** – 47 Cherry Valley Road; lawn areas around the building, adjacent to the parking areas, roadways and island on the southerly side of the building need to be mowed and trimmed every 5 days from early April to July 15<sup>th</sup> and once every 10 days from July 15<sup>th</sup> to the end of the mowing season. Trim all areas where asphalt meets granite/stone/gravel.
7. **Public Works** - 55 Cherry Valley Road; lawn area in the front of the building to be mowed and trimmed every 5 days from early April until July 15<sup>th</sup> and once every 10 days from July 15<sup>th</sup> to the end of the mowing season.
8. **Glendale Dock Area** – 33 Dock Road; lawn area in the front of the docks and around the dumpster pad to be mowed and trimmed weekly. Also along the chain link fence between Department of Safety and the islands as well as lawns adjacent to the parking area in the upper parking lot are to be mowed and trimmed once every 2 weeks.
9. **Stonewall Park** – 36 Stone Road; ball field and lawn areas to be mowed and trimmed every 5 days from early April until July 15<sup>th</sup> and once every 10 days from July 15<sup>th</sup> to the end of the mowing season. Trimming around the chain link fencing shall be done every week.

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10. **Benjamin Rowe House** – 88 Belknap Mountain Road; front, rear, and side lawns to be mowed and trimmed every 5 days from early April until July 15<sup>th</sup> and once every 10 days from July 15<sup>th</sup> to the end of the mowing season.

11. **Covered Bridge** – Next to Town Hall; lawn area to be mowed and trimmed every 2 weeks. Be sure to trim around shrub/bushes/flowers.
12. **Blaisdell Avenue** – area between road and sidewalk to be mowed and trimmed every 4 weeks. Also area behind sidewalk (west side) and on east side of road to be mowed & trimmed, one pass, every 4 weeks.
13. **Miscellaneous Areas** - area between Route 11A and the Department of Public Works and the area on the right entering the Municipal Building shall be mowed and trimmed every 2 weeks.
14. **Lincoln Park** – Belknap Point Road; lower level lawn areas to be mowed and trimmed every 5 days from early April until July 15<sup>th</sup> and once every 10 days from July 15<sup>th</sup> to the end of the mowing season. The sloping areas are to be mowed and trimmed every 2 weeks during the mowing season.
15. **Sledding Hill** – Cherry Valley Road; area behind memorial and around building.
16. **Sign area at entrance of Lakes Business Park** - The south west side at the intersection of Gilford Ave. and Hounsell Ave. grass area is to be mowed and trimmed every 2 weeks during the mowing season.
17. All walks are to be cleared of grass clippings after mowing is completed. All lawns are to be mowed to a height of 2 ½" unless notified otherwise by the Building & Grounds Supervisor. Consultant shall notify Building & Grounds Supervisor of deteriorating lawn conditions due to weather, insects or other conditions.

### **Fall Leaf Clean Up**

1. Remove all downed leaves on lawns by October 31<sup>st</sup>.

All lawn areas must be kept clean and free of lawn clippings, leaves, twigs and other debris, as necessary. Use of a mulching mower is permitted if available.

Contract period to run from April 1, 2019 to October 31, 2020 (weather permitting). Contract period is designed to cover two (2) regular seasons. Prices quoted will include all labor and equipment costs and will remain firm for the life of this contract. Price quoted shall also include any transportation costs associated with this contract.

**\* SOME AREAS ARE ADJACENT TO GROWING POISON IVY –  
ALL MOWING MUST BE COMPLETED!**

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The Department of Public Works will accept all lawn clippings, leaves, branches, twigs and other debris associated with the terms of this contract at its Recycling Center located at 150 Kimball Road (lawn clippings and leaves to be disposed of in the compost pile; branches and twigs to be disposed of in the burn pile). This acceptance shall become null and void at the close of the contract period.

All lawn areas are to be mowed and trimmed just prior to the following events:

Event		2019	2020
1.	Memorial Day	May 27 <sup>th</sup>	May 25 <sup>th</sup>
2.	Independence Day	July 4 <sup>th</sup>	July 4 <sup>th</sup>
3.	Old Home Day	August 31 <sup>st</sup>	August 29 <sup>th</sup>
4.	Labor Day	September 2 <sup>nd</sup>	September 7 <sup>th</sup>
5.	Columbus Day	October 9 <sup>th</sup>	October 12 <sup>th</sup>

Applicant must show proof of adequate insurance coverage and indemnify the Town of Gilford for any and all injuries and/or claims arising from the execution of this contract.

**A copy of insurance coverage must be presented with quote and updated yearly.**

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The undersigned hereby offers to maintain all lawn areas as outlined in the attached contract description. Prices will remain firm for the life of the existing contract period.

I, \_\_\_\_\_, certify that I/my company, going by the name of \_\_\_\_\_, has all necessary insurance coverage and that

I/my company will indemnify the Town of Gilford for any and all claims arising from the execution of this contract.

(Insurance copy attached)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner / Agent

Price for work as outlined in attached pages:

Price of contract for two (2) years, 2019 – 2020: \$ \_\_\_\_\_ Total proposal price

Price for fall leaf clean up by 10/31. \$ \_\_\_\_\_ Total proposal

Price for optional agreement of 1 year extension: \$ \_\_\_\_\_ Total proposal price

\_\_\_\_\_  
Company Name (print or type)

\_\_\_\_\_  
Contact Person / Title (print or type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Owner / Agent

Office Phone #: \_\_\_\_\_

\_\_\_\_\_  
Date

Fax Phone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

**REMEMBER TO SIGN RFP IN BLACK INK IN ALL LOCATIONS**