

City of Portsmouth, New Hampshire
Department of Public Works
RFP #30-18

Request for Proposal
Right of Way Weed Control Services

INVITATION

Sealed proposals, plainly marked, “RFP# 30-18: Right of Way Weed Control Services” shall be addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801. **Proposals will be accepted until 2:00 PM February 8, 2018.**

SCOPE OF WORK: The City of Portsmouth’s Department of Public Works invites sealed proposals from qualified firms for weed control services. Firm must be licensed with the New Hampshire Division of Pesticide Control. For price comparison purposes a non-organic Bid Alternative has been included.

The RFP is available on the City’s website at <http://www.cityofportsmouth.com/finance/purchasing.htm> or by contacting the Finance/Purchasing Department at the following number: (603) 610-7227. Questions may be directed to the Finance/Purchasing Department.

Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a proposal should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

I Introduction

The City of Portsmouth Public Works Department seeks a qualified and licensed contractor capable of meeting State of New Hampshire regulatory requirements to perform city- wide comprehensive weed control programs during Fiscal Year 2019 (July 1, 2018 to June 30, 2019). The City desires as close to zero tolerance for street weeds as possible. The selected contractor will perform weed control services using only organic, non-toxic products allowed under the U.S. Department of Agriculture's National Organic Program (7 C.F.R 205.601 and 602).

In September of 2017, Portsmouth City Council passed the following Toxic-Free Weed Control Resolution:

WHEREAS, It is in the interest of public health to eliminate the use of synthetic toxic pesticides on City owned land, ponds, and waterways; to encourage the reduction and elimination when possible of the use of synthetic toxic pesticides on private property through public outreach and education; and to introduce and promote natural, organic management practices to prevent, and when necessary, control weed problems on City owned land.

NOW, THEREFORE, BE IT RESOLVED, In accordance with the City Council adopted Eco-Municipality status and following the City Council adopted Natural Step Process, City Staff shall immediately eliminate use of synthetic toxic pesticides in public places. In addition, City Staff will consult with the City's Conservation Commission to prepare an outreach program outlining viable alternatives to synthetic toxic pesticides for the general public's use. Staff shall also prepare an organic weed control program and implementation budget for City Council consideration as part of its Fiscal Year 2019 budget.

The General Requirements for the work to be performed are set forth in Section V below.

Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a proposal should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

II Submittal Requirements

Contractor shall submit three (3) copies of a proposal for services. **Proposals will be accepted until 2:00 PM February 8, 2018.**

The following items shall be included in the proposal.

1. Introductory Letter (not to exceed two pages) – Identify primary contact and provide a brief description of the contractor including size, areas of specialization and location of office(s). Contractor will identify any anticipated subcontractors. The City reserves the right to approve subcontractors for this service.
2. Experience - Describe in narrative form Contractor's experience administering and operating organic weed control programs in municipalities, towns and/or private associations that are of sufficient size to demonstrate experience to perform the work required for this contract.
3. References - Provide the name, title, locations, and phone number of persons who can substantiate the contractor's experience.
4. License Requirements - Identify whether contractor is licensed (Supervisory and Operational level) with the New Hampshire Division of Pesticide Control in any or all of the following categories: B (Right of Way); D (Aquatic); F1 (Pest Control); F2 (Mosquito and Black Fly); G1 (Ornamental), and G2 (Turf). Verify licensing status by submitting copies of licensing documents.
5. Price Proposal – Complete the applicable sections of the price proposal form which is included with this Request for Proposal.
6. Proposed Weed Control Products – Contractor shall provide the proposed product for weed control including MSDS sheet, dilution, application rate, and frequency of application.

III Selection Criteria

All responsive submittals shall be reviewed and the City may conduct interviews of short-listed firms. Each contractor shall be evaluated based on the following criteria:

- Contractor's qualifications including experienced personnel, reputation for timeliness, sufficient equipment, and other resources for the work, licensing status as well as having the specific skill sets and abilities to perform the requirements of the work (for example contractors should be able to accurately identify ornamental pests and diseases; pavement weeds; aquatic plants; invasive plants, and noxious plants);
- Contractor's experience with weed control programs in communities, and specifically organic controls and programs.

- Contractor's licensure status and experience applying for and obtaining state permits for aquatic weed control, and right of way weed control for municipalities;
- Price; and
- Responsiveness and completeness of the proposal.

Upon review of the proposals, and if necessary after conducting interviews, the City will enter into negotiations with the top-rated firm or firms and attempt to reach a satisfactory contract and payment schedule. Final scope, term and budget will be negotiated. If the City is unsuccessful in reaching a satisfactory contract with a firm, it may terminate the negotiations without prejudice and commence negotiations with a lower-rated firm capable of doing the work.

The contract will be for one fiscal year (FY 2019), commencing July 1, 2018 and ending June 30, 2019. Upon mutual agreement of both parties, the contract may be renewed in one fiscal year increments at the rates submitted in the proposal for a total period not to exceed four (4) fiscal years.

IV Reservation of Rights

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

By submitting a proposal the contractor consents to the City undertaking such investigation as it deems necessary to investigate and verify contractor's qualifications, reputation and experience. Contractor may be requested to execute releases. Failure to execute a release for information, if requested by the City, may result in disqualification.

V Scope of Work General Requirements

- All treatments will be scheduled and notification made to the Public Works Director or his/her designee prior to the application of any products.

Municipal Right of Way Weed Control Program

- Apply for and obtain a Right of Way permit from the NH Division of Pesticide Control for completing an annual city- wide right of way weed control program.
- Crack and crevice weed control will be completed on two hundred seventy two lane miles (sidewalks, curbing, and walkways) and at forty one city facilities (building perimeters, walkways, fence lines, and curbing). Each designated area will require minimum monthly applications during July, August, September, and June of the contract year(s). No residual herbicides are to be applied.

- If invasive plants are identified on city-owned properties the contractor shall bring to the City's attention and if directed by City controlled by herbicide and/or mowing, as appropriate. Mowing will be completed with low ground pressure tracked vehicles with ground pressures of less than 4 p.s.i. equipped with hydraulic mowing heads. Designated invasive plants include: Phragmites Australis, Purple Loosestrife, Japanese Bamboo, Black Swallowwort, Asiatic Bittersweet, Pokeweed, Japanese Barberry, and Cypress Spurge.
- If Aquatic and Right of Way permits are required from NH Division of Pesticide Control. The contractor is responsible for applying for and securing the appropriate permits.
- Noxious plants will be identified and controlled on city properties between July 1st and June 30th of the contract year(s). Noxious plants include: Poison Ivy, Pigweed, Poison Nightshade, Poison Hemlock, Ragweed, Canada Thistle, and Giant Hogweed.
- Contractor must maintain no spray zones and comply with no spray requests (on file with Dispatch at Public Works). Any new "no spray" requests received by the contractor shall be forwarded to the Director of Public Works for inclusion in the "no spray" database.

VI

Contractor Insurance Requirements

The Contractor shall purchase and maintain 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.

A. Commercial General Liability:

Bodily injury or Property Damage - \$1,000,000/\$2,000,000
per occurrence/general aggregate

- Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

B. Automobile and Truck Liability:

Bodily Injury or Property Damage - \$1,000,000
Combined Single, Limit, per occurrence

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.

Coverage amounts may be met with umbrella/excess policies.

- C. 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
- D. Commercial Herbicide and Pesticide endorsement or policy in the minimum amount of \$1,000,000.

ADDITIONAL INSURED

All liability policies shall include the City of Portsmouth as a named Additional Insured.

- 1. The contractor's insurance shall be primary in the event of a loss.

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 City of Portsmouth at least (15) days prior to cancellation or non-renewal of such insurance coverage.

CITY OF PORTSMOUTH – DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY WEED CONTROL

FACILITY	ADDRESS
Administration Building	135 Corporate Drive
Atlantic Heights Pump Station	134 Preble Way
City Hall	1 Junkins Ave
Bath House	Pierce Island
Control Building	200 Pierce Island
Building	25 Granite St
Central Fire Station #1	170 Court St
Portsmouth Madbury Water Plant	60 Freshet Rd
Clough Drive Pump Station	210 Clough Dr
Concession/Restroom Building	Hislop Field
Concession/Restroom Building	Plains Ave
Concession/Restroom Building	Rockland Street
Constitution Ave Pump Station	280 Constitution Ave
Corporate Drive Pump Station	215 Corporate Dr
Crick A.C. Building	275 Bartlett St
Deer Street Pump Station	2 Deer St
Discovery Center	8 Islington St
Fire Station #2	3010 Lafayette Rd
Fire Station #3	127 International Dr
Gosling Road Pump Station	120 Gosling Rd
Greenleaf Recreation Center	195 Greenleaf Ave
Well	361 Grafton Drive
Lafayette Road Pump Station	630 Lafayette Rd
Marcy Street Pump Station	535 Marcy St
Mechanic Street Pump Station	113 Mechanic St
Library	155 Parrott Ave
Parking Garage	34 Hanover St
Plains School House	Plains Ave
Portsmouth Indoor Pool	50 Andrew Jarvis Dr
Public Works Building	680 Peverly Rd
Recreation Building	Spinnaker Way
Rye Line Pump Station	3618 Lafayette Rd
South Meeting House	Marcy St
Spinney Road Water Tank	Spinney Rd
Tucker's Cove Pump Station	91 Gosport St
West Road Pump Station	280 West Rd
Woodland 1 Pump Station	306 Fw Hartford Dr
Woodland 2 Pump Station	516 Fw Hartford Dr
Griffin Road Pump Station	205 Griffin Rd
Heritage Avenue Pump Station	329 Heritage Ave
Leslie Drive Pump Station	590 Market St
LANE MILES	272

**CITY OF PORTMSOUTH – DEPARTMENT OF PUBLIC WORKS
MUNICIPAL RIGHT OF WAY WEED CONTROL PROGRAM**

ORGANIC PRICE PROPOSAL FORM

Contractor: _____

Address: _____

Phone: _____

Contact: _____

<u>Item</u>	<u>Price</u>		<u>Total</u>
Weed Control Facility List:	\$ _____	LS	\$ _____
Total in Writing: _____			
Weed Control Road Right of Way:	\$ _____ /Lane mile x 272 mi =		\$ _____
Total in Writing: _____			
Invasive Plant Control:	\$ _____ /*sq. ft. x 100 ft. =		\$ _____
Total in Writing: _____			
Noxious Plant Control:	\$ _____ /*sq. ft. x 100 ft. =		\$ _____
Total in Writing: _____			
TOTAL	\$ _____		\$ _____
Total in Writing: _____			

Please provide rate sheet for labor and equipment for work beyond scope

LS = Lump Sum

* Indeterminate Quantities for Proposal Purposes

**CITY OF PORTMSOUTH – DEPARTMENT OF PUBLIC WORKS
MUNICIPAL RIGHT OF WAY WEED CONTROL PROGRAM**

NON-ORGANIC PRICE PROPOSAL FORM

Contractor: _____

Address: _____

Phone: _____

Contact: _____

<u>Item</u>	<u>Price</u>		<u>Total</u>
Weed Control Facility List:	\$ _____	LS	\$ _____
Total in Writing: _____			
Weed Control:	\$ _____ /Lane mile x 272 mi =		\$ _____
Total in Writing: _____			
Invasive Plant Control:	\$ _____ /*sq. ft. x 100 ft. =		\$ _____
Total in Writing: _____			
Noxious Plant Control:	\$ _____ /*sq. ft. x 100 ft. =		\$ _____
Total in Writing: _____			
TOTAL	\$ _____		\$ _____
Total in Writing: _____			

Please provide rate sheet for labor and equipment for work beyond scope

LS = Lump Sum

* Indeterminate Quantities for Proposal Purposes

**CITY OF PORTMSOUTH – DEPARTMENT OF PUBLIC WORKS
MUNICIPAL RIGHT OF WAY WEED CONTROL PROGRAM**

PRICE PROPOSAL FORM

The undersigned agrees that he/she on behalf of Bidder has read the request for proposal documents and instruction to bidders and agrees to the terms and conditions set forth herein. The Bidder specifically understands that the City is under no obligation to purchase a particular quantity of the products listed. Bidder also understands that bid prices shall include delivery FOB to the address identified in the bid documents.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email: _____

In order to follow the City’s sustainability practices, future bid invitations/specifications may be sent electronically. Please provide an email address as to where I could email future bid invitations/specifications of this type. Thank you in advance for your cooperation.