Town of Farmingdale
289 Maine Ave.
Farmingdale Maine 04344
207-582-2225
clerk@farmingdaleme.org

Request for Proposals

For

2025-2028 Fall Clean-Up

RELEASED March 13, 2025

GENERAL

The Town of Farmingdale is seeking sealed proposals for Fall Clean Up.

QUESTIONS

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Town. All questions must be in writing/facsimile and must be received at least five (5) business days before bid opening. A question-and-answer sheet will then be provided to all interested proposers who have email addresses on file. Any addendums will be published on the Town's website (www.farmingdalemaine.org).

RESPONSES

Responses to the RFP must be sealed and are due at 6:00pm local time on April 9, 2025. Emailed or faxed submissions will not be accepted. Only hand-delivered or mailed responses are acceptable. Title of RPF and Contractors name must be clearly marked on the front of the envelope.

SUBMISSION REQUIREMENTS

All submissions must include the following information to be considered by the Town of Farmingdale:

- Cover letter stating the company's interest in the RFP
- List of equipment that the company controls to be used for this contract.
- List of references (three minimum, two of which must be commercial).
- Proof of insurability (one-million-dollar liability with the Town listed as additionally insured).
- A complete RFP Response page (included).
-

_____ _____ _____ _____
BOS BOS BOS Contractor

EXCEPTIONS

Please list any exceptions to your proposal on a separate sheet and include it with your response.

CONTRACT PRE-REQUISITES

The Bidder certifies that it has the financial ability to procure all necessary services and materials and has, or will have sufficient personnel and equipment to perform the contract and is able to complete the project in the time required. Bidder also certifies that it has adequate and up-to-date liability & automobile insurance, workers comprehensive insurance, and all those necessary personnel are properly trained and/or licensed to operate required equipment.

Bidder attests that it has an in force "Drug-Free Workplace Policy".

Before submitting a Bid, the Bidder is responsible for: (A) obtaining and examining the plans, specifications, all bid amendments, and all other bid documents; (B) examining the information provided or referenced in the bid documents; (C) examining the site(s) of work and making other examinations and investigations that are needed to make the Bidder fully aware of the conditions that would be encountered in performing the work, and (D) communicating with the Town before bid opening.

If so required by the Town, bids must be accompanied by a Bid Guarantee which must be: (A) in the amount specified in the Notice to Contractors and the bid documents; (B) made payable to the "Town of Farmingdale"; and (C) one of the following types: a bid bond conforming to the next paragraph, a cashier's check, a certified check, or a United States Postal money order.

RESERVATION OF RIGHTS

The Town of Farmingdale reserves the right to reject any and all bids or proposals, decline to proceed with the selection of any candidates, to request additional qualifications and to make inquiries as may be necessary to verify qualifications. Nothing in this document shall require the Town of Farmingdale to proceed with any of the identified services stated in this request for proposals. If the Town of Farmingdale enters a contract for services, the Town shall have the exclusive authority to make decisions regarding any project or work readiness, compliance, and completion.

_____ _____ _____ _____

BOS BOS BOS Contractor

CONTRACT AWARD

When awarded, a contract with the specifications of the agreement shall be sent to the company selected by the Town.

INDEMNIFICATION

The Contractor agrees to hold the Town of Farmingdale harmless from any claim of death, injury, property damage or other loss that may result from the Contractor's performance under the contract, including negligent acts and omissions. In the event that such a claim is made again the Town of Farmingdale, the Contractor shall defend the Town of Farmingdale, and shall hold harmless and indemnify the Town of Farmingdale for any damages.

FEDERAL PROCUREMENT REQUIREMENTS (for contracts with federal support)

The Town of Farmingdale shall follow the standards of conduct provided in 2 C.F.R. §200.318(c)(1) and no employee, officer, or agent of the Town may participate in the selection, award or administration of a contract supported by a federal award if that person has a real or apparent conflict of interest. The Town shall only award contracts to responsible contractors who show the ability to perform the work successfully under the terms of the contract. The Town shall take necessary steps to assure the minority businesses, women-owned businesses, and labor surplus firms are used whenever possible.

Bidder has read and understands the bid instructions and has provided, on 13 separate attached pages, the information requested by the Town.

_____ _____ _____ _____

BOS BOS BOS Contractor

Town of Farmingdale
RFP RESPONSE FORM

2025-2028 Fall Clean-up

Name of Contractor/Company: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Mailing Address: _____

LUMP SUM YEAR ONE: _____

LUMP SUM YEAR TWO: _____

LUMP SUM YEAR THREE: _____

COMBINED 3 YEAR TOTAL_____

Date Signed:_____

Contractor EIN No._____

_____

Signature and Title of Contractor or Duly Authorized Officer

_____ _____ _____ _____

BOS BOS BOS Contractor

Town of Farmingdale

2025-2028 Fall Clean-Up

Bid Cover Sheet

The undersigned ("Bidder") has read the bid instructions and the provisions of the contract with the Town of Farmingdale ("Town"), and agrees to complete the describe project

Contract year 1 = July 1, 2025 to June 30, 2026 $_____
Contract year 2 = July 1, 2026 to June 30, 2027 $_____
Contract year 3 = July 1, 2027 to June 30, 2028 $_____

for payment in the total amount of $ _____,
numerical amount

_____dollars.
written amount

The Bidder understands that the above amount is to cover all services, materials, and labor to complete the project in accordance with the contract.

The Bidder certifies that it has the financial ability to procure all necessary services and materials and has, or will have, sufficient personnel and equipment to perform the contract and is able to complete the project in the time required. Bidder also certifies that it has adequate and up-to-date liability & automobile insurance, workers comprehensive insurance, and that all necessary personnel are properly trained and/ or licensed to operate required equipment.

Bidder attests that it has an in force "Drug-Free Workplace Policy".

Bidder has read and understands the bid instructions and has provided, on 13 separate attached pages, the information requested by the Town.

Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") relating to the bid documents, site conditions, or any other information that may significantly affect the cost, quality, conformity, or timeliness of the work. If a bidder discovers any such ambiguity, etc., it must notify the Town immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc. The Town shall interpret the meaning and effect of any ambiguity, etc., in the manner it deems appropriate at its sole discretion and Bidder agrees to be bound by such interpretation.

Quantities shown in the bid documents are estimates only to be used for the preparation and comparison of bids. They may be increased, decreased, or eliminated in their entirety.

Before submitting a Bid, the Bidder is responsible for: (A) obtaining and examining the plans, specifications, all bid amendments, and all other bid documents; (B) examining the information provided or referenced in the bid documents; (C) examining the site(s) of work and making other examinations and investigations that are needed to make the bidder fully aware of the conditions that would be encountered in performing the work, and (D) communicating with the Town before bid opening.

_____ _____ _____ _____
BOS BOS BOS Contractor

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Town. All questions must be in writing/facsimile and must be received at least five (5) business days before bid opening.

If so required by the Town, bids must be accompanied by a Bid Guarantee which must be: (A) in the amount specified in the Notice to Contractors and the bid documents; (B) made payable to the "Town of Farmingdale"; and (C) one of the following types: a bid bond conforming to the next paragraph, a cashier's check, a certified check, or a United States Postal money order.

_____
Full legal name of the Contractor

_____
Street Address (and P. O. Box, if any)

_____ _____ _____

City or Town State Zip Code

_____ _____ _____
Telephone Cell phone E-Mail Address

_____
Contractor EIN No.

_____
Signature and Title of Contractor or Duly Authorized Officer

Town of Farmingdale

2025-2028 Fall Clean-Up

Contract Agreement

This agreement is made this the _____day of_____, between the Town of Farmingdale, Maine, herein referred to as "Town", and _____ herein referred to as "Contractor".

The Town and Contractor hereby agree to the following.

TERM: The term of this contract will run from Date of contract award to June 30, 2028. This shall be a three (3) year contract. The first year of actual contract work will start on the date of the contract signing due to the timing of the bid process. All subsequent terms of the contract shall be as described above.

1. Scope of Work

The Scope of work for this project is set forth in addendum A to this agreement.

2. Independent Contractor

During the performance of this contract, the Contractor shall act in an independent capacity and not as an officer, employee, or agent of the Town. As an independent contractor, the Contractor has the right and duty to supervise its own employees, agents, and equipment. Additional manpower needed to fulfill the obligations of this contract shall be employed by the Contractor, who shall be solely responsible for compliance with applicable state and federal laws including, but not limited to; OSHA, Worker's Compensation Law, employment security law, anti-discrimination law, minimum wage law, and Section 3-106 of the Town of Farmingdale Code. As an independent contractor, the Contractor is also responsible for the following:

A. Maintaining its equipment in a safe, operable, and legal manner.

B. Maintaining the jobsite in a safe condition including all traffic control.

C. All Traffic control shall follow the latest standards of the M.U.T.C.D. (Manual on Uniform Traffic Control Devices) Part 6.

D. Prompt payment of all wages, payroll taxes, sub-contractors, material, equipment, fuel, and other expenses, taxes, and fees incurred by Contractor in the performance of this agreement.

E. Contractor shall provide the Town of Farmingdale with a list of employees working on this project.

F. In the event of any change of employees subsequent to the initial employee list provided to the Town, the Contractor shall within five (5) business days provide the Town with a revised list of employees.

3. Basic Roles of the Parties

The Contractor has the authority and responsibility to perform all work in conformity with the contract. The Town has the authority and responsibility to assure that the Contractor does so.

4. Joint Covenants of Good Faith and Fairness

This contract imposes an obligation of good faith and fair dealing on both parties in the execution, performance, interpretation, and enforcement of the contract. With a positive commitment to honesty and integrity, the Contractor and the Town agree to function within all applicable laws, statutes, regulations, and contract provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of the Contract.

A. LIABILITY INSURANCE: Agent agrees to maintain throughout the term of this Contract and for a period of two (2) years following expiration of this Contract, comprehensive liability insurance and comprehensive automobile liability insurance in the amount of $1,000,000.00, for personal injury, death and property damages resulting from its acts or omissions, and those of its subcontractors, in the performance of this Contract. The Town and its officers, employees and agents shall be named as loss payees under these insurance coverages. Execution of the Agreement by the Town is conditioned upon prior submission to the Board of Selectmen of the liability insurance policy and automobile liability insurance in a form satisfactory to the Town.

B. The certificate of insurance's showing coverages herein required shall be filed with the Town of Farmingdale throughout the term of the contract and for the period of two (2) years following expiration of this contract.

C. The Agent will provide and maintain Workers Compensation Insurance or Approved Predetermination of Independent Contractor Status to Establish Rebuttable Presumption by the General laws of the State of Maine and shall furnish certificates to the Town evidencing such coverage prior to the commencement of work and for the entire pendency of this project.

5. Inspections

The Selectboard may designate a Project Agent, such as but not limited to Road Commissioner, Sewer/Plumbing Inspector has the right to inspect the Contractor's activities, during and after completion, under the contract and who will notify the Contractor of any problems, inadequacies, or non-performance. Materials supplied shall be subject to random testing by the Town. The Contractor shall not commence any work until written notice of at least three days prior has been provided to the Town and direct contact to the Project Agent. The Selectboard, with the advice of the Project Agent, will, on behalf of the Town, determine whether Contractor's performance is satisfactory under this contract.

_____ _____ _____ _____

BOS BOS BOS Contractor

6. Breach of Contract

Failure of the Contractor to perform according to the terms of this agreement and in the manner specified shall be considered to be a breach of the contract. In the event of such breach, the Town, through its Board of Selectmen or the Project Agent, shall immediately give oral notice to the Contractor. The Contractor will then be required to remedy said breach within a reasonable time and at no additional cost to the town. Reasonable time may vary depending on the nature of the breach as well as road and weather conditions. In the event that the Contractor still does not perform its duties in the time stated, the Town shall have the following options from which the Town may select any or all at its sole discretion:

A. Terminate the contract. The Board of Selectmen may terminate this agreement by sending the Contractor written notice stating the reason for termination. Contractor will be paid for all work which has been deemed to have been satisfactorily completed at that time. The remainder of the monies under this contract may be used to hire another contractor to complete the agreement.

B. Substitution. The Town may hire a substitute contractor to perform work under this agreement for any period of time it deems necessary. This substitution will be paid for with funds allocated to this agreement.

C. Other remedies. In addition to, or in the alternative of, the Town may also seek any other legal or equitable remedy available to enforce this agreement. In the event that the Town brings suit against the Contractor to enforce this agreement, and it prevails on its claim, the Contractor will reimburse the Town for any and all court costs and attorney fees incurred be the Town in the preparation and prosecution of the suit.

7. Payment

The Town shall pay the Contractor the total amount of $ _____

Contract year 1 = July 1, 2025 to June 30, 2026 $_____
Contract year 2 = July 1, 2026 to June 30, 2027 $_____
Contract year 3 = July 1, 2027 to June 30, 2028 $_____

upon satisfactory completion of the project as determined by the Board of Selectmen and the Project Agent. No payment shall be paid to the Contractor until all work has been completed. Payment is contingent upon appropriations and will not exceed the contract amount unless prior written authorization is granted by a majority vote of the Board of Selectmen with the advice of the Project Agent.

8. Indemnification

Contractor agrees to defend, indemnify, and hold harmless the Town and its officials, employees, and agents from any claims for death, personal injury, property damage, or other loss resulting from the acts or omissions of the Contractor, its employees, agents, or sub-contractors in the performance of this agreement. In the event that such a claim is made against the Town, its officials, employees, or agents, Contractor shall pay any legal fees incurred to defend them and pay any amount for which any of them are held liable.

If the Contractor breaches or attempts to breach any of the terms of this Contract or fails to perform any of the obligations under this Contract, the Contractor shall pay to Town all of the Town's costs and expenses, including reasonable legal fees, incurred by the Town in enforcing the terms of this Contract.

9. Amendment, Assignment, Severability, Jurisdiction

This agreement may be amended only be written consent of both the Board of Selectmen, after majority vote at a duly called meeting, and the Contractor. This agreement may not be assigned, in whole or in part. Should any part of this agreement be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions will continue is full force and effect. This agreement is governed by the laws of the State of Maine.

10. Certification of prior representations

Contractor certifies that all information and representations made by Contractor in its Bid Cover Sheet and all attachments thereto are true and correct as of the date of this agreement. Any material misrepresentations made by or on behalf of the Contractor in any of the contract documents may be considered breach of this agreement.

11. Warranty

Contractor agrees to warranty all workmanship and materials for a period of two (2) years after completion of the project.

12. Suspension and Debarment; Anti-Lobbying (Applicable only for Federally Supported Contracts)

Contractor certifies that it and its affiliates have not been debarred, suspended, or otherwise excluded from or ineligible to participate in Federal assistance programs or activities as defined under federal law. Contractors who bid on contracts of $100,000 or more shall file the required certification certifying that contractor and any subcontractor has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress or an employee of a member of Congress in connection with obtaining any Federal grant or contract covered by 31 U.S.C. §1352.

Notice and contact
The following persons are available to accept notices.

A. Town: Farmingdale Doug Ebert , Chairman, Board of Selectmen
Office phone: 582-2225 Cell phone:242-7174 Home phone:

B. Town: Farmingdale Doug Ebert Road Commissioner
Office phone: 582-2225 Cell phone:242-7174 Home phone:

C. Contractor
Office phone: Cell phone: Home phone:

IN WITNESS WHEREOF, the undersigned parties, duly authorized, have caused the agreement to be executed as of the day and year written above.

Witness:_____

Contractor:_____

Date:_____

Town of Farmingdale
By its Board of Selectmen:

Date:_____

_____
Doug Ebert

_____
Joseph Connors

_____
Isaiah Peppard

Addendum "A"

Fall Clean-up

1. The Project: Clean and remove leaves from catch basins and the road shoulders as required. Clean all debris from rolled ditches. Clear cross culverts of leaves and debris. Remove Leaves upstream of catch basins.

2. Purpose of Work: To prevent catch basins and ditches from clogging with leaves and debris preventing storm water run-off.

3. Description of Work: Remove all leaves and debris in areas specified by the Road Commissioner by leaf blower, power broom and/or vacuum truck. Streets to be cleaned include but are not limited to the streets listed in appendix "A". Contractor is responsible for locating all catch basins.

4. **CONTINGENCY:** This Contract is contingent upon, and shall not be in full force and effect or binding upon the Town until and unless the voters at the annual Farmingdale Town Meeting vote to raise and appropriate the full annual amount due to the Contractor under this Contract.

5. Contractor agrees that upon request of the Town of Farmingdale the contractor shall remove snow and ice from catch basins.

1. Contractor shall acknowledge all requests within 24hrs of the request being made.
2. Contractor shall be compensated at the following rates:
   a. Hand labor - Bidding Contractor shall list prices
   b. Loader Backhoe - Bidding Contractor shall list prices
   c. Vac Truck - Bidding Contractor shall list prices
3. The Farmingdale Road Commissioner or Select Board shall specify which catch basins need to be cleared.
4. Upon completion of work contractor shall submit an invoice to the Town of Farmingdale for the basins cleared, equipment used, number of hours and Total due.

_____ _____ _____ _____

BOS BOS BOS Contractor

APPENDIX "A"

List of Roads to be Maintained

Road Name	Road Type	Road Name	Road Type
Adams Street	Town Way		
Almar Street	Town Way		
Ash Street	Town Way	Lonsdale Road	Town Way
Beech Street	Town Way	Maple Street	Town Way
Bowman Street	Town Way	Meadow Hill Drive	Town Way
		Merrill Street	Town Way
		Michael Street	Town Way
Brookview Lane	Town Way	Northern Avenue	Town Way
Burke Street	Town Way	Oak Street	Town Way
Caron Drive	Town Way	Orchard Street	Town Way
		Park Street	Town Way
Cherry Street	Town Way		
Cross Street	Town Way	Pine Street	Town Way
Dale Street	Town Way	Pit Street	Town Way
Debra Street	Town Way	Putnam Drive	Town Way
Easy Street	Town Way	Ridgeway Drive	Town Way
Edmond Street	Town Way	Roberta Street	Town Way
Fairway Lane	Town Way	Russell Street	Town Way
First Street	Town Way		
Fourth Street	Town Way		
Grant Street	Town Way	Second Street	Town Way
		Sheldon Street	Town Way
Hasson Street	Town Way		
Hayford Street	Town Way	Stone Street Place	Town Way
Hemlock Lane	Town Way	Third Street	Town Way
Hill Street	Town Way		
James Street	Town Way	Wedgewood Drive	Town Way
Kennebec Drive	Town Way	Whitney Street	Town Way
		Windsor Terrace	Town Way

_____ _____ _____ _____

BOS BOS BOS Contractor