



Town of Farmingdale
289 Maine Ave.
Farmingdale Maine 04344
207-582-2225
Farmingdaleclerk@roadrunner.com

Request for Proposals

For

**Lawn and Ground Maintenance for the Town of Farmingdale including three (3) town owned
Cemeteries**

RELEASED March 1, 2019

2020-2021-2022

GENERAL

The Town of Farmingdale is seeking sealed proposals for Lawn and Ground Maintenance.

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 5:00pm local time on April 10, 2019. Emailed or faxed submissions will not be accepted. Only hand-delivered or mailed responses are acceptable. Title of RFP 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).

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 that 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.

CONTRACT AWARD

BOS BOS BOS Contractor

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 against 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 12 separate attached pages, the information requested by the Town.

Town of Farmingdale RFP RESPONSE FORM



Lawn and Ground Maintenance for the Town of Farmingdale including three (3) town owned Cemeteries 2020, 2021, 2022

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

Lawn and Ground Maintenance for the Town of Farmingdale including three (3) town owned Cemeteries 2020, 2021, 2022

Contract Agreement

1. Scope of Work

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

BOS

BOS

BOS

Contractor

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.

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 by the Town in the preparation and prosecution of the suit.

7. Payment

The Town shall pay to the Contractor a total of _____ for the first year of the contract (2020); _____ for the second year of the contract (2021); and _____ for the third year of the contract (2022). The Town of Farmingdale shall pay the Contractor 1/3rd of the annual contract price on or about May 1; 1/3rd of the annual contract price on or about August 1; and 1/3rd of the annual contract price on or about December 1 with the provision that the December payment shall be delayed until any pending work is completed.

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.

9. Amendment, Assignment, Severability, Jurisdiction

This agreement may be amended only by 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 in 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: _____ James Grant _____, Chairman, Board of Selectmen
Office phone: 582-2225 Cell phone: 458-8639

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: _____

James Grant

Nancy Frost

Wayne Kilgore

ADDENDUM "A"

BOS BOS BOS Contractor

SCOPE OF WORK

1. LOCATIONS TO BE MAINTAINED

- A. Three Cemeteries: Carter, Maine Avenue and Northern Avenue.
- B. Five Pumping Stations: Bowman Street, Dale Street, James Street, Northern Avenue and Russell Street.
- C. Two Fire Stations and the Town Office Complex: 289 Maine Ave. Town Office 571 Maine Ave. Fire Station and Litchfield Road Fire Station.
- D. Maine Avenue between Maine Avenue and the Kennebec River Rail Trail.
 - 1. From the Guard Rail (across street from Eben Lane) south of the Farmingdale town sign to the Fire Department warning sign just south of 275 Maine Avenue.
 - 2. From the north side of the Hill St. access northerly to approximately the powerlines.
 - 3. From the powerlines northerly to the K.V. Lane access.
- F. Intersection of Easy and Cross Street.
- G. Sheldon St (Formerly known as Sheldon St School) field and the Sheldon Street Federal Park.
 - 1 - See attached sketches
 - 2 – In the event that the Town of Farmingdale obtains additional or disposes of currently owned town property that requires maintenance under this contract the Contractor and Town shall negotiate and make any necessary amendments to this contract for scope of work & Price.

2. SERVICES

A. LAWN CUTTING

The Contractor will keep all lawns at a neat & customary length. All cemeteries shall be mowed no later than the Friday prior to Memorial Day. After every cutting, the Contractor will remove all litter, paper, bottles, cans, plastic cups, etc. from the fence, shrub and grass areas. After every cutting, the Contractor will remove grass clippings from pavement. The Contractor is responsible for identifying and servicing all mowing areas described in Addendum A. Areas to be mowed shall generally be fence to fence and front to back. All areas that can be mowed shall be mowed. All grave stones shall be cleared of vegetation, brush, etc. The Contractor shall mow as close to immovable objects as practical then weed whack around them.

B. TRIMMING

The Contractor will use weed whackers or other suitable equipment to trim tall grass etc. adjacent to mowed areas around fences and trees. Any shrubs, bushes etc. planted on the lots

are the responsibility of the lot owner and are not to be maintained by this contract. The Contractor will trim around tender bark trees such as dogwood taking caution to avoid damage. The Contractor will trim around gravestones in such a manner as not to damage, mark or disfigure them. Flower pots shall be relocated, the stone trimmed as appropriate and the pots replaced during the summer maintenance. All grass trimmings clinging to gravestones will be removed upon completion of mowing.

C. RAKING

The Contractor will rake thatch before the first mowing and after any other seasonal mowing when grass has grown to length to require such raking. When in dispute, the final decision to require raking will be determined by the Sexton.

D. GENERAL CLEANUP AND WEEDING

The Contractor shall do all work necessary to keep all areas neat and clean, including weekly pickup of all branches, debris, leaves, litter, trash, twigs etc. Lawn areas shall be spot seeded on an as needed basis. When in dispute, the decision to spot seed will be with the Sexton. The Contractor shall perform a cemetery-wide clean-up twice per year: Prior to the first and last mowing of the season. **Spring clean –up to be done before May 1. Fall clean-up all leaves shall be raked before third installment of the contract is paid,** in accordance with the payment schedule listed in # 7. The primary intent of the clean-up is to remove old flowers or plants plus pots. In addition, all artificial flowers and “knick-knacks” shall be removed during the fall clean-up. The Sexton or Contractor may remove artificial flowers at any time if considered to be excessively faded or in disrepair. The Contractor will remove debris, grass clippings, trash and other material from the premises. The Contractor shall empty trash cans and replace trash bags in trash cans as needed. Trash containers shall be emptied and stored or positioned in an appropriate position to prevent snow and rain intrusion after the fall cleanup. The Contractor shall remove dead branches, Town shrubbery or other material as determined by the Sexton. The Contractor is responsible to sweep or remove sand and other debris from those areas which shall be mowed and paved sections within maintained areas. Sand shall be placed along the traveled way at a location conveniently accessible to a street sweeping operation.

E. WEED CONTROL

The Contractor will keep all chain link fences and vicinity free of weeds and vines. The Contractor will apply "Roundup Weed and Grass killer" or its equivalent as necessary. The Contractor will follow all manufacture's safety provisions as well as Hazardous Chemical Notification regulations. Bamboo at the Maine Avenue Cemetery shall be maintained to less than 18 inches in height within 5 feet from an existing drive at the north end of the cemetery. * Bamboo at the Maine Ave. cemetery is located near a stream, so any liquid product needed to control it may need to be applied by a professional.

F. TREE & HEDGE TRIMMING

Trees on each side of the Veterans Memorial and the Hedge on the property line separating The Town Office and 291 Maine Avenue.

3. MOWING AREAS

A. CEMETERIES

1. CARTER CEMETERY
 - a. North to South Property Line.
 - b. West fence to the east approximately 120 feet to the stone wall / tree line.
 - c. Between fence adjacent to Litchfield road and road as appropriate.

2. MAINE AVENUE CEMETERY
 - a. Maine Avenue; the entire bank along Maine Avenue.
 - b. Kennebec Drive Entrance;
 - I. 30 feet along both sides of entrance along Kennebec Drive.
 - II. 4 feet along both sides of the entrance into the cemetery.

3. NORTHERN AVENUE CEMETERY
 - a. North to south; from tree line to Northern Avenue fence.
 - b. East to west property line.
 - c. Between fence adjacent to Northern Avenue and road as appropriate.

B. TOWN OWNED PROPERTY

1. TOWN OFFICE COMPLEX
 - a. All existing grass areas.

2. LITCHFIELD ROAD FIRE STATION
 - a. All existing grass areas.

3. PUMPING STATIONS
 - a. All existing grass areas.

4. EASY & CROSS STREET.
 - a. All existing grass area.

5. SHELDON STREET FIELD AND FEDERAL PARK
 - a. All existing grass area.

C. RAIL TRAIL ACCESS POINTS

1. MAINE AVENUE (SOUTH)(ref sec (1)(D)(1))

- a. All existing grass areas.
2. MAINE AVENUE (NORTH)(ref sec (1)(D)(3)
 - a. All existing grass areas.
3. MAINE AVENUE (ref sec (1)(D)(2)
 - a. Mowing not required. Trim with hand held trimmer.
 - b.

4. MOWING SCHEDULE

A. CEMETERIES

1. April – June 30th. Mowing shall be performed every 7-10 days or as necessary (shall not exceed 10 days).
2. July 1st – October. Mowing shall be performed every 10-14 days or as necessary (shall not exceed 14 days).

B. TOWN OWNED PROPERTY

1. April – June 30th. Mowing shall be performed every 7-10 days or as necessary (shall not exceed 10 days).
2. July 1st – October. Mowing shall be performed every 10-14 days or as necessary (shall not exceed 14 days).

C. RAIL TRAIL ACCESS POINTS 1 & 2

1. April – June 30th. Mowing shall be performed every 7-10 days or as necessary.
2. July 1st – October. Mowing shall be performed every 10-14 days or as necessary.

D. RAIL TRAIL ACCESS POINT 3

1. Mow with trimmer Third week of May, June, July & August.