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

# Request for Proposals

## For

## Outlet Road Ditch Cleaning/Repair

**August 31, 2021**

### GENERAL

The Town of Farmingdale is seeking sealed proposals for Outlet Road Ditch Cleaning/Repair.

### 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 no later than 6:00pm local time on September 29, 2021. 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).

## 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

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 provided, on 4 separate attached pages, the information requested by the Town.

# Town of Farmingdale
# RFP RESPONSE FORM

## Outlet Road Ditch Cleaning/Repair

**Name of Contractor/Company:**_____

**Name of Contact Person:** _____

**Telephone Number:**_____

**Email Address:**_____

**Mailing Address:**_____

**Lump Sum Bid:**_____

**Date Signed:**_____

**Contractor EIN No.**_____

**Project Start Date**_____

**Project Completion Date NOVEMBER 1, 2021**_____

_____

**Signature and Title of Contractor or Duly Authorized Officer**

Town of Farmingdale

## Outlet Road Ditch Cleaning/Repair

# 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.

**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. Roles of the Parties**

The Contractor shall perform all work in conformity with the contract and in a workmanlike and professional manner. The Town has the authority to inspect all activities under this contract and notify the Contractor of problems or inadequacies.

**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.

**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 $ _____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 it's 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, it's 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 Steve Stratton Road Commissioner
Office phone: 582-2225 Cell phone: 485-1446 Home phone: 582-3667

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:_____

_____
Wayne Kilgore

_____
Doug Ebert

_____
Tyler Tripp

# TOWN OF FARMINGDALE

**289 Maine Avenue**

**Farmingdale, Maine 04344**

August 23, 2021

## SCOPE OF WORK

## OUTLET ROAD DITCH CLEANING/REPAIR

1. 3 sections of ditch need to be cleaned and repaired. Ditch sections listed as ditch “A”, ditch “B” and ditch “C”. Total Length is 655 feet
2. Ditch A – from Box 424 heading west to Box 440. 351 feet of ditch. This ditch will need to be cleaned and re-shaped. After the first 80 feet heading west black cloth and 6” to 8” rip rap will need to be installed to slow the flow of water.
3. Ditch B – from Box 440 heading west to Box 452. 159 feet of ditch. This ditch will need to be cleaned and re-shaped. The first 80 feet heading west black cloth and 6” to 8” rip rap will need to be installed. The remaining ditch will need pegged mats installed
4. Ditch C – from Box 452 to the cross pipe 145 feet of ditch. This ditch will need to be cleaned and re-shaped. This ditch will need pegged mats installed for the length of the ditch.

Included in the bid price any and all materials required will be supplied by the contractor. Any and all materials removed from the ditch will need to be removed and disposed of by the contractor.

Completion Date November 1, 2021

Any questions regarding this scope of work shall be directed to the Farmingdale Road Commissioner by phone or email

Steve Stratton 207-485-1446 mudbrookmoses471@msm.com



_____ _____ _____ _____ _

BOS BOS BOS Contractor