



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

Request for Proposals

For

Sewer Inspection, Maintenance and Repair Contract

RELEASED March 1, 2019

GENERAL

The Town of Farmingdale is seeking sealed proposals for Sewer Inspection, Maintenance and Repair Contract.

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.

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 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.

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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 14 separate attached pages, the information requested by the Town.

Town of Farmingdale RFP RESPONSE FORM



2019-2022 Sewer Inspection, Maintenance and Repair Contract

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

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Town of Farmingdale

Sewer Inspection, Maintenance and Repair Contract

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 for payment of

First Year 7/2019-6/2020: \$ _____

Second Year 7/2020-6/2021 \$ _____

Third Year 7/2021-6/2022: \$ _____

for 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 9 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

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that would be encountered in performing the work, and (D) communicating with the Town before bid opening.

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

Sewer Inspection, Maintenance and Repair Contract

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. 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.

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

7 Payment

Payments shall be made in accordance with the provisions of Addendum A.

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 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

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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.

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 Home phone: _____
- B. Town: _____ Julian Beale _____, Plumbing Inspector
Office phone: 582-2225 Cell phone: 441-7360 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: _____

James Grant

Nancy Frost

Wayne Kilgore

Sewer Inspection, Maintenance and Repair Contract
Addendum A

1. SCOPE OF WORK. This Agreement between the Town and the Contractor is for annual responsibilities for inspection and maintenance of the sewer system of the Town as well as repairs to the sewer system on the town.

A. Inspection and Maintenance Obligations. Contractor shall perform the following duties:

a) Contractor shall comply with all applicable laws, rules and/or ordinances including but not limited to OSHA Confined Space Standards. Where permits, licenses, or certificates are required to be maintained by the Contractor in order to comply with any law, rule, and/or ordinance, Contractor shall provide copies of such permits, licenses, or certificates to the Town upon execution of this Agreement for the first year of the term of this Agreement, and no later than June 30 for each subsequent year in the term of this Agreement. For any permits, licenses, or certificates which are to be obtained and/or completed prior to or in conjunction with performance of a specific project, including but not limited to any documentation pertaining to confined space entry, Contractor shall provide copies to the Town of any such permits, licenses, or certificates upon completion of the specific project for which the permits, licenses, or certificates were required. Notwithstanding any other provision of this Agreement, no payments shall be made by the Town to the Contractor under section 2(A) of this agreement unless all documentation required by this subsection has been provided to the Town in accordance with this subsection.

b) Determine condition at existing pumping stations and relay information on potential immediate problems to the Sewer Inspector in a timely manner as well as provide a detailed annual report to the Farmingdale Sewer Committee so as to assist with budgeting and planning repairs. The annual report shall include observations, conclusions and recommendations for the purpose of maintaining a high level of operation and to avoid pump station failure. The annual report shall be submitted no later than January 1 of each calendar year.

c) Inspect all electrical systems; pull, clean, and check oil in all pumps; check all seals, flush and treat all force mains with two applications of hydrogen peroxide solution; check valves and rail systems on all pump stations; clean all pump stations pits to remove grease, sand, and gravel using a vacuum truck; inspection of all manholes. All of these operations are to be completed annually. The town shall purchase and order the necessary hydrogen peroxide solution for the flushing and treatment of the force mains. The contractor will be responsible to pick up the hydrogen peroxide from Gardiner water and will also be responsible for the storage of the hydrogen peroxide. All other costs associated with performing these obligations shall be the sole responsibility of the Contractor. The Contractor shall identify and report to the Sewer Inspector any circumstances which are out of the ordinary or are not normal operating circumstance or conditions that may be discovered during the performance of these operations. Prior to any activities to be performed under this subsection, the Contractor shall notify the Sewer Inspector of the time and date the Contractor intends to perform a listed activity.

d) Use of appropriate safety equipment and procedures shall be maintained for all personnel at all times by the Contractor as required by OSHA Standard 29CFR1920.146. Contractor is responsible for all costs associated with meeting this obligation.

e) Report other conditions as observed which should be brought to the attention of the Sewer Inspector including but not limited to raised or sunken manholes or erosion of soil near pumping stations.

f) The Contractor shall attend monthly meetings of the sewer committee to report on the status of the sewer system, including but not limited to a report on all information shared with the Sewer Inspector undertaken since the previous monthly meeting.

g) Provide a detailed report of all equipment used, maintenance undertaken and repairs made pursuant to this Agreement on or before June 1 of each calendar year.

h) The contract shall clean the meter pit on Maine Ave. every 4 weeks for the duration of this contract and shall report any findings to the sewer committee.

B. Repairs and Connections. The Contractor shall perform the following duties as they arise:

i. The Contractor shall consider any emergency condition a priority and shall be available within four (4) hours to respond. This work would be completed at the rates specified by the Contractor in Addendum B to this Agreement.

ii. Excavate to locate the source of a problem, correct and in-line problem such as collapse pipe or fitting, backfill as necessary and coordinate with the Road Commissioner the placement of asphalt to maintain proper road conditions.

iii. Perform all necessary repairs to assure proper functioning sewer system.

iv. No total purchase may exceed \$250.00 without the authorization by town Officials or the Sewer Inspector.

v. Purchase and inventory common in-line parts/components for use at such times that providers may not be available or to provide a more efficient maintenance procedure.

vi. Connect private sewer lines to the town sewer system in accordance with the specifications set forth in the Town Ordinances.

vii. Any and all materials, parts/components purchased by the Town of Farmingdale are the property and shall be returned to the Town of Farmingdale upon completion of the contract or if the contract is terminated.

C. Winter Maintenance Contractor shall perform the following duties:

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- i. Contractor shall plow and maintain all five (5) pump stations. Stations are located at James St, Dale St, Bowman St, Russell St and Northern Ave.
- ii. Plowing shall include “back dragging” snow away from the pump station access covers to allow access to pumps or for any required pumping.
- iii. Contractor shall remove snow from the area of the control/power panels and the access covers. This will require “hand work” by shovel or snow blower.
- iv. Pump Stations shall be plowed and sanded at the completion of a winter weather event or immediately in the event of an emergency. Sand shall be treated with no less than 100 pounds of salt per yard of sand.

2. PAYMENT FOR SERVICES. The process for invoicing and payment under this Addendum is as follows:

A. For services provided pursuant to Section 1(A) of this Addendum, The Town shall pay to the Contractor a total of _____ for the first year of the contract (2019/2020); _____ for the second year of the contract (2020/2021); and _____ for the third year of the contract (2021/2022) for performance of the services set forth in Section 1(A) of this Addendum. The Town of Farmingdale shall pay the Contractor on a quarterly payment schedule first payment on or around October 1st, second payment on or around January 1st, third payment on or around April 1st, and the last and final payment on or around June 30th with the provision that the June payment shall not be paid unless and until any pending work under this Addendum is completed, including submission and acceptance of the year-end final report as set forth in Section 1(A)(vii) of this Addendum.

B. For services performed pursuant to Section 1(B) of this Addendum, the Contractor shall submit an invoice in electronic format to the Town and the Sewer Committee for services performed.

i. The rates and prices for service in the invoice must conform to the rates and prices set forth in Addendum B.

ii. Within 2 business days of receipt of an Invoice submitted under this subsection, the Sewer Committee shall either recommend approval of the Invoice to the Town or forward to the Town a detailed description of any concerns regarding specific items contained within the Invoice

iii. All invoices submitted by the Contractor shall clearly state the basis for each line item listed. The Town reserves the right to disallow any costs that are inconsistent with the provisions of this Agreement. In the event an Invoice includes such disallowed costs, the Town shall contact the Contractor in writing within 10 working days of receipt of the Invoice identifying the specific costs which are being disallowed and the reasons for the disallowance (“Notice of Defect”). Contractor shall resubmit a corrected Invoice or a formal written dispute regarding the decision of the Town within 10 working days of receiving the Notice of Defect. If Contractor fails to respond in writing to the Notice of Defect within 10 working days of receiving the Notice of Defect, the disallowances of costs will be deemed to be agreed to by the Contractor and the Town shall pay the Contractor the remaining portion of the initial Invoice.

3. **TERM OF THE AGREEMENT.** This Agreement is a three (3) year agreement.

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