

REQUEST FOR PROPOSALS

CEMETERY MAINTENANCE AND YARD MAINTENANCE AT TOWN-OWNED PROPERTIES



Questions due: November 18, 2020 at 4:00PM
Proposals due: November 25, 2020 at 4:00PM

Town of Norridgewock
Richard LaBelle, Town Manager
16 Perkins St. | PO Box 7
Norridgewock, ME 04957



INTRODUCTION

The Town of Norridgewock ("Town") is seeking proposals for the seasonal mowing, trimming, lawn care, and maintenance of Town-maintained cemeteries and other properties, as shown in Appendix B.

Proposals are due to the Town Office no later than 4:00PM on November 25, 2020.

- Proposals will be opened and reviewed by the Town Manager beginning at 1:00PM on November 30, 2020.
- The Town Manager will present an overview of the bids received at the Board of Selectmen meeting on December 2, 2020 at 6:00PM, or the next regularly scheduled meeting. The Town Manager will make recommendations to the Board of Selectmen at the same Board of Selectmen meeting.
- Please note: All times listed herein are intended to be local time.

LOCATIONS

The diverse properties are classified in 3 tiers of service, depending on the demand and regularity of maintenance. **Tier One** locations require maintenance/service approximately every 7-10 days, weather-permitting. **Tier Two** locations typically require maintenance/service every 14-21 days. **Tier Three** locations require maintenance/service approximately four times per season: spring cleanup, two mid-season checks, and one final cleanup.

MAINTENANCE REQUIREMENTS

Requirements of the maintenance contract shall include:

1. Commence maintenance in May, or as soon as weather permits.
2. Cemeteries shall be mowed and cleared of debris no later than the Tuesday prior to Memorial Day.
3. Cemeteries and public grounds shall be kept mowed and clear of debris throughout the contract year; grounds should be maintained so external vegetation (Japanese knotweed, sumac etc.) does not infringe on already-maintained space.
4. Duties for the Town shall precede private contracts, except in emergency situations.
5. Possess and maintain appropriate equipment necessary to maintain properties and carry out responsibilities of the proposed contract.

6. All maintenance shall be completed in accordance with Federal, State, and Local rules and regulations, including but not limited to the Town of Norridgewock Cemetery Ordinance.

SAMPLE CONTRACT

A sample contract is attached for review and consideration, identified as Appendix A.

PROPERTY MAINTENANCE CLASSIFICATIONS

Tier One

- Alice E. Emery Town Square
- Downtown greenspace, islands, municipal parking lots, corner of Mechanic and Main Streets, etc.
- Norridgewock Fire Station
- Norridgewock Public Library
- Old Oak Cemetery
- Oosoola Park
- Riverside Park
- Sophie May Library
- Sunset View Cemetery
- Riverview Cemetery
- Town Office
- W. Barr Hatfield Athletic Park
- Veteran's Monument

Tier Two

- Ashley Wing Memorial Park
- Land's Rest Cemetery
- Wastewater Treatment Facility
- Williamson Cemetery

Tier Three

- Gilman Cemetery
- Holbrook Cemetery
- Longley Cemetery
- Oxbow Cemetery
- Wilder Hill Cemetery

Note regarding **Oxbow Cemetery**: This cemetery is only accessible over private farmland access. Arrangements may be made through the Town Office and/or with the

owner of the property to ensure passing over land is done with consideration given to farm/crop season.

Note regarding **Downtown Greenspace**: The maintenance of the downtown area is vital to welcoming guests to our community. The maintenance of the downtown shall include, but not be limited to, all public grass in the downtown area, clearing the downtown islands and municipal parking lots. There are three municipal parking lots (two on the north side of Main Street/Route 2, and one at the corner of Main and Welch Streets). These lots should be clear of debris, and any grass trimmed. Islands are scattered in the downtown and may require a periodic mow or trim. At the intersection of Waterville Road, Main Street, and Mechanic Streets, there is a signboard and bench; it is the responsibility of the contractor to ensure this space is mowed and properly maintained.

PROPOSAL CONTENT

Proposals must include the following information to be deemed complete and responsive. Failure to supply the requested information may result in rejection of the proposal. The Town is not responsible for costs incurred by proposers or their subcontractors in connection with this RFP process, including but not limited to costs associated with preparing a proposal or associated with participating in any presentations or negotiations related to this RFP.

1. A **cover page** that includes the following information:
 - a. Proposer's name, mailing address, and legal residence
 - b. Proposer's current legal status: corporation, partnership, sole proprietor, etc.
 - c. Contact person's name, title, phone number, and email address
 - d. Signature of authorized individual or corporate officer for each entity proposing as a partnership or team
2. A **proposed contract price** for completing one year of the contract.
3. An **inventory of equipment** owned or leased by the proposer in order to fulfill the terms of the contract.
4. Any **other information** that would be helpful to Town officials that would help to better understand and evaluate the proposal.

PROPOSAL DEADLINE

Proposal Submission

Proposers must submit copies of their proposals as follows:

- One (1) unbound copy

Proposals must be on standard letter-size paper (8½" x 11"). All supporting documentation must be on paper no larger than 11" x 17". Proposals and documentations must be submitted in a sealed envelope clearly labeled "Property Maintenance Proposal." Emailed or faxed proposals will not be accepted. Proposers may choose to provide additional copies if and when invited to do so for presentation purposes.

Submissions will not be returned. Submissions will be retained by the Town of Norridgewock for a period of six (6) years or as otherwise determined, in accordance with the State of Maine Secretary of State, Maine State Archives Rules for Disposition of Local Government Records.

Proposals shall be delivered to the Town on or before: 4:00PM on Wednesday, November 25, 2020.

To:

Town of Norridgewock
Maintenance Proposals
16 Perkins St. | PO Box 7
Norridgewock, ME 04957

RFP INQUIRIES

Prospective proposers may only direct questions in writing (preferably via email) to the Town Manager:

Richard LaBelle, Town Manager
Town of Norridgewock
16 Perkins St. | PO Box 7
Norridgewock, ME 04957
townmanager@townofnorridgewock.com

All questions are due no later than 4:00PM on November 18, 2020. The Town Manager is the only individual who can be contacted about the RFP by proposers before the proposal deadline. Members of any board or committee cannot vary the terms of this request. Questions will be answered in writing and posted on the RFP website at www.townofnorridgewock.com/rfp within 72 hours of receipt.

REVIEW/SELECTION PROCESS

The Town Manager will conduct a preliminary review of proposals in order to provide recommendations to the Board of Selectmen on completeness and responsiveness. The Board of Selectmen is ultimately responsible for executing a contract with the proposer.

The Town reserves the right to reject any or all proposals or parts of a proposal, to negotiate modifications of proposals submitted, and to negotiate specific work elements with a proposer into a project of lesser or greater magnitude than described in this RFP.

APPENDIX A: SAMPLE CONTRACT
TOWN OF NORRIDGEWOCK, MAINE
MOWING, TRIMMING, LAWN CARE, and MAINTENANCE
FOR TOWN CEMETERIES and OTHER TOWN PROPERTIES

1-Year Contract Term: May 10, _____ through November 10, _____

This contract is between the **Town of Norridgewock, Maine**, by and through its Municipal Officers, the Board of Selectmen (referred to as "Board of Selectmen"), and _____ (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is Mowing, Trimming, Tree/Brush Removal as needed and Lawn Care for Town Cemeteries and other town properties as specified.

A. SERVICES: What, When, Where.

Contractor agrees to provide all the labor, materials, and equipment necessary to perform the mowing, trimming, lawn care, and maintenance for the Town's ten (10) cemeteries and properties as outlined in the attached mowing specifications from May 1, 20__ through October 31, 20__.

B. INDEPENDENT CONTRACTOR.

Contractor, agents, and/or employees, during the performance of this contract shall act in an independent capacity and not as officers or employees of the Town of Norridgewock. Any and all workers needed to fulfill the obligations of this contract shall be employed by the Contractor and the Contractor shall be solely responsible for complying with applicable state and federal laws including, but not limited to, workman's compensation law, employment security law, and minimum wage law. As an independent contractor, Contractor is responsible for maintaining the Contractor's equipment in a safe, operable, and legal condition.

C. PERFORMANCE REQUIREMENTS.

Specifications attached.

D. INSURANCE.

The Contractor agrees to purchase and maintain commercial general liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims, automobile liability, and worker's compensation liability which may arise from mowing operations under the contract. The Contractor further agrees to indemnify, assume the defense of and

save harmless the Town of Norridgewock, its agents and employees from liability, actions, claims or damage for wrongful death, personal injuries or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties and the work performed under the contract.

E. INDEMNIFICATION.

The Contractor agrees to hold the Town of Norridgewock harmless from any claim of death, injury, property damage or other loss that may result from the Contractor's performance of mowing operations under the contract. In the event that such a claim is made against the Town of Norridgewock, the Contractor shall defend the Town of Norridgewock, and shall pay any amount (indemnify) for which the Town of Norridgewock may be held liable in a legal action for such claims.

F. SUPERVISION AND CONTROL.

The Contractor, as an independent contractor, has a right and duty to supervise and control their own employees, agents and equipment. The Town of Norridgewock Board of Selectmen or Town Manager has a right to inspect mowing operations and notify you of any problems, errors, or non-performance. The Board of Selectmen may order that work be done in a satisfactory manner to be determined by them.

G. BILLS AND CLAIMS.

Contractor, as an independent contractor, is responsible for all costs and bills for labor, materials, equipment, fuel, and other items incurred in the performance of this contract. The Town of Norridgewock will not pay such bills.

H. BREACH OF CONTRACT.

If the Contractor is in violation of any terms of the contract, or if a majority of the Board of Selectmen vote that the work described in the contract is being performed unsatisfactorily, the Town of Norridgewock shall immediately give oral notice to the Contractor. Upon receipt of such notice, the Contractor shall be given reasonable time ("Reasonable Time" may vary depending on the nature of the breach, and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not (for whatever reason) perform duties of the contract to the satisfaction of the Board of Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town of Norridgewock shall have the following options:

1. Terminate the Contract: The Board of Selectmen may terminate the contract by sending the Contractor a written notice, stating the reason for the termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to conduct mowing operations.
2. Substitution: The Board of Selectmen may hire a substitute contractor to conduct specified mowing operations for any period of time considered necessary.
3. The Board of Selectmen shall also seek any other legal remedies available to enforce the contract.

I. PAYMENT SCHEDULE.

The Town of Norridgewock will pay the contractor 13 installments of \$____ during the term of this contract, a payment being made on the Thursday after the first and third Wednesday of each month.

J. RENEWAL.

Three months prior to the expiration of this contract, Contractor shall have the option to renew with the consent of the Board of Selectmen.

K. EMERGENCY ASSISTANCE.

In the event of severe weather or other conditions cause considerable damage to private property, the Town, upon approval of the Town Manager, may assist with reasonable cleanup efforts. These emergency conditions may include, but are not limited to hurricanes or microbursts.

L. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Board of Selectmen. This contract may be amended only by written consent of the Board of Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Maine.

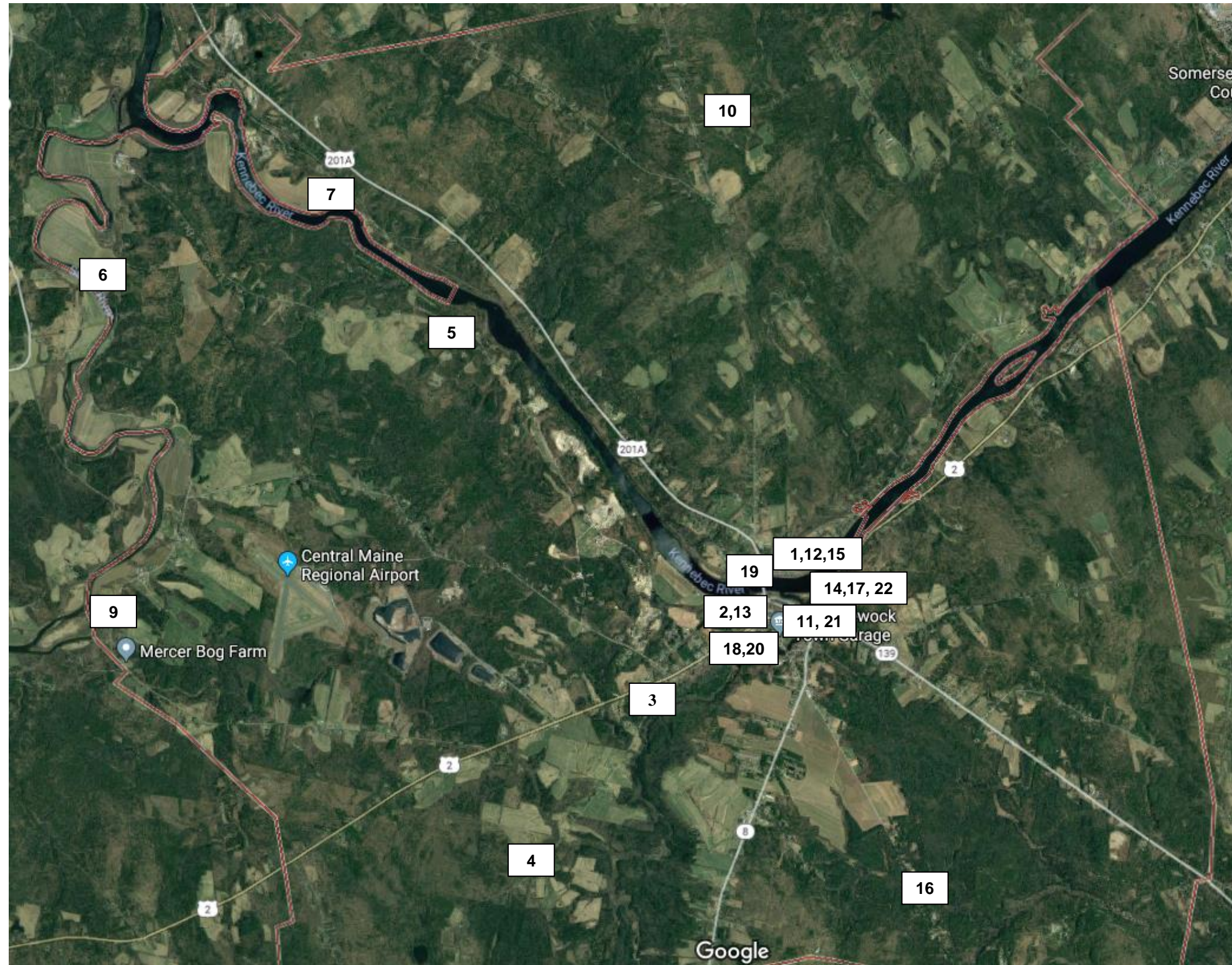
In witness whereof, the parties, or their duly authorized agents, execute this agreement on the _____, day of _____, 20__

FOR THE TOWN OF NORRIDGEWOCK
ITS BOARD OF SELECTMEN

FOR THE CONTRACTOR

XXXX, Its Owner

APPENDIX B: APPROXIMATE LOCATIONS



1. Old Oak Cemetery (River Rd.)
2. Riverview Cemetery (Upper Main St.)
3. Sunset View Cemetery (Mercer Rd.)
4. Wilder Hill Cemetery (Wilder Hill Rd.)
5. Gilman Cemetery (Winding Hill Rd.)
6. Oxbow Cemetery (Sandy River Rd.)
7. Land's Rest Cemetery (Father Rasle Rd.)
8. Williamson Cemetery (Childs Rd.)
9. Holbrook Cemetery (Sandy River Rd.)
10. Longley Cemetery (Red Barn Rd.)
11. Town Office (16 Perkins St.)
12. Wastewater Treatment Facility (33 Willow St.)
13. Fire Station (22 Upper Main St.)
14. Oosoola Park (Ferry Rd.)
15. Riverside Park (River Rd.)
16. Ashley Wing Park (Martin Stream Rd.)
17. Alice E. Emery Town Square (67 Main St.)
18. Norridgewock Public Library (Mercer Rd.)
19. Sophie May Library (Sophie May Ln.)
20. W. Barr Hatfield Athletic Fields (Mercer Rd.)
21. Veteran's Monument (Routes 2 & 201A)
22. Downtown Greenspace, including Corner of
Mechanic & Main Streets