

TOWN OF CORINTH RFP FOR CEMETERY MOWING AND MAINTENANCE

The Town of Corinth is requesting RFP for the following roadside mowing projects. Qualified contractors will be required to perform mowing services in all Town cemeteries.

Maintenance and Mowing to be completed seasonally for 2024, 2025 and 2026 (three-year contract).

All bidders must submit proof of general liability insurance listing the Town as additional insured in the amount of \$400,000 and workers compensation insurance (if applicable) at the state minimum required amount.

Bidders must also submit a list of equipment to be used in the maintenance and mowing project.

The successful contractor shall work as an independent contractor. All costs for the project shall be assumed by the contractor. All signage warning of the project shall be supplied by the contractor and must observe all required local, state and federal requirements, laws and policies. Any damage caused to private property shall be covered by the contractor.

Bids will be delivered/received no later than **5:00 p.m., Thursday, August 24, 2023**. Proposals will be considered by the Select Board at a regular meeting at 6:00 p.m., Thursday, August 24, 2023 in the Town Office conference room. Full listing of process is located at the Town Office and/or on the website www.townofcorinth.com.

All inquiries may be directed to the Town Manager, Stephen Fields, phone 207-285-3271; email manager@townofcorinth.com. Proposals must be delivered to:

Town of Corinth
Attn: 2023 Cemetery Mowing
PO Box 309, 11 Exeter Road
Corinth, Maine 04427

The Town of Corinth reserves the right to reject any or all bids. The Select Board reserves the right to renegotiate with the lead bidder to fit project available funds.

**Town of Corinth, Maine
RFP – Instructions to Bidders
Cemetery Mowing and Landscape**

The Select Board is soliciting bid proposals for cemetery mowing and maintenance in the Town of Corinth. The instructions to bidders represent an integral part of the Town's request for bid proposals.

Bids will be delivered/received no later than **5:00 p.m., Thursday, August 24, 2023**. Proposals will be considered by the Select Board at a regular meeting at 6:00 p.m., Thursday, August 24, 2023 in the Town Office conference room.

Scope of Work

The work shall consist of mowing and maintenance for all town cemeteries. All work shall be completed as outlined in this document and as directed by the municipal representative.

Project Locations/Description

- a. The Town of Corinth has six (6) cemeteries: Corinthian (Exeter Road), Evergreen (Route 15) Hilltop (Black Road), Boutelle (Ledge Hill Road), Simpson (off Mudgett Road) and Herrick (Village Drive). All cemeteries shall be mowed twice before Memorial Day weekend and regularly through the season. The Contractor will be responsible for pre-mowing operations such as removal of branches and debris. The Contractor is responsible for the disposal of grass clippings and other debris attributed to routine mowing operations. The Town will not be liable for damage to equipment.
- b. The entire border of each cemetery and all markers must be trimmed. During the dry season certain areas can be passed over or trimmed provided a uniform height remains. Any markers that are deemed to be damaged by the Contractor will be the responsibility of the Contractor to repair or replace.
- c. Each section shall be mowed and trimmed in such a manner that the grass is of a uniform height. If mowing results in clumps of grass being left on top of the sod, the contractor must remove the grass to a designated disposal site. Grass shall be mowed in such a direction so as to not throw grass cuttings onto the stones or their bases. All grass adhering to stones or their bases must be promptly removed. The center strip of those avenues that are gravel must also be mowed to the uniform height of the surrounding sections.
- d. All cemeteries shall be mowed once every seven (7) days during the peak growth period and every ten (10) to fourteen (14) days during the slow growth period. The height of the grass shall not exceed four (4) inches at any point in time. Cemeteries must also be raked clear of grass clippings after mowing if necessary. The Contractor will also be responsible for fall raking and cleanup at the end of the season, and this must be done before final payment is made.

Preparation of Bids

- a. Bids shall be submitted in triplicate. Bid forms furnished by the Town of Corinth or copies thereof shall be used, and strict compliance with the requirements of the Request for Proposal, these Instructions to Bidders, and the instructions printed on the forms is necessary. Any bidder not utilizing the Bid Proposal Form attached shall be considered non-responsive to the Request for Proposal. Each Bid Proposal Form must be accompanied by a copy of the Bidder's Qualification Certification.
- b. Each bid must give the full business address of the bidder and be signed by an authorized representative or official of the entity bidding. Bids must be signed in the partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter and such bid must be accompanied by a satisfactory Certificate of Corporate Resolution, properly executed, clearly stating that such person is authorized to so bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "President," "Secretary," "Agent," or other title without disclosing his or her principal, may be held to be the bid of the individual signing.
- c. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
- d. Alternative bids will not be considered unless explicitly called for in the Invitation to Bid.

Interpretation of contract documents

No oral interpretation will be provided to any bidder as to the meaning of the Specifications or other contract documents. Every request for such interpretation shall be made in writing and addressed and forwarded to Town Manager, Town of Corinth, Maine three (3) or more days before the date fixed for the opening of bids. Every interpretation made to a bidder will be issued in the form of an addendum to the contract documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract documents.

Examination of specifications and schedule

Each bidder or his authorized agent is expected to examine the Specifications, contract documents and all other instructions pertaining to the work, which will be open to his inspection. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. At its sole discretion, the Town of Corinth may accept or reject bids that do not comply with the Specifications, contract documents and any addenda that may be issued.

Prospective bidders shall become completely familiar with the required work and shall rely on their own investigation. No consideration will be granted for any alleged misunderstanding of

the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site. Any questions concerning these specifications shall be addressed to or Stephen Fields, Town Manager 207.285.3271, manager@townofcorinth.com .

Persons interested in more than one bid

If more than one bid is offered by any one person by or in the name of that person's clerk, partner, or other person, all such bids shall be rejected.

Submission of bid

Each bid shall be placed in a separate envelope clearly marked on the outside "BID FOR CEMETERY MOWING" and this envelope shall be placed in a second envelope for mailing purposes.

Time of opening of bids

Bids received prior to the time of opening stated in the Request for Proposal/Invitation to Bid will be kept unopened in a secure place. The person(s) whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to that person or those people for the premature opening of a bid not properly addressed and identified. Telegraphic, facsimile or electronic mail (e-mail) bids or modifications to bids will not be considered.

Qualifications for bidders: After the bid opening, The Town of Corinth may make such investigation as it deems necessary to determine the ability of the bidders to perform the work. Bidders shall furnish to the Town of Corinth, all such information and data for this purpose as the Town of Corinth shall request. The Town of Corinth reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town of Corinth that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein.

Withdrawal of bids

Bids may be withdrawn on written request received from bidders prior to the time fixed for opening in the Invitation to Bid. Negligence on the part of bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened. No bids may be withdrawn within a period of thirty (30) days after the opening of bids.

Form of Agreement

The successful bidder shall be required to sign an agreement/contract for services with the Town of Corinth.

Award of contract/bid

The Town of Corinth, through its Select Board, reserves the right to accept or reject any or all bids in whole or in part. The Town of Corinth, acting through its Select Board, reserves to itself the exclusive right to accept high bids when in the Town of Corinth's sole discretion, believes it would be in the best interest of the Town. In making such a decision, the Select Board may consider, but not limited to, any of the following factors: quality, specifications, number of materials bids, access to suppliers, availability of delivery time of items bid, locations of manufacturers, location and reputation of the bidder.

Taxation and Compliance

The Town of Corinth is a municipal corporation organized under the laws of the State of Maine and so its purchase of goods is exempt from State, federal and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, State and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

BID SPECIFICATIONS

Coordination:

No work will begin prior to a one-week minimum notification to the Town Manager, Stephen Fields at 207-285-3271, manager@townofcorinth.com.

Traffic Control/Signage:

The Contractor shall be responsible for providing all necessary flagger, signs, barricades and other safety devices necessary to control and direct traffic during the mowing operations, in accordance with local, state and federal regulatory guidelines.

Work to be Included:

Cemetery mowing and maintenance will be completed for all town cemeteries.

Mowing shall conform to the following specifications as defined in project location and description above.

Miscellaneous

1. Pre-inspection- Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on his own investigation. The municipal representative will be available for any questions. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site.

2. Right to Change or Additional Work- The municipality reserves the right to submit change orders in writing to the Contractor. In that event, the municipality will negotiate with the Contractor to determine the new costs.

3. Subcontracting – The Contractor shall not sublet or subcontract to any other vendor or agent without first receiving written consent from the Town of Corinth.

4. Insurance- The Contractor agrees to maintain liability insurance in the amount of \$1,000,000 to protect it from personal injury, death or property damage claims which may arise from the road projects under this contract. The Town of Corinth shall be named as an “additionally insured party” under this policy. The Contractor further agrees to indemnify, assume the defense of and save harmless, the Town of Corinth and its agents and employees from liability, action, claims or 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 this contract. The Contractor shall also carry adequate insurance to cover the risk and requirements specified under the Worker’s Compensation Laws of the State of Maine, if applicable. In lieu of Worker’s Compensation insurance, the Contractor must provide Independent Contractor Certification from the Worker’s Compensation Board. All certificates of insurance must be submitted to the Town of Corinth before any work begins.

5. Indemnification- To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the municipality, and their agents, and employees against all claims, damages, losses and expenses, including, but not limited to, attorneys’ fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys’ fees incurred by the municipality.

6. Time Frame – Cemetery mowing and maintenance will be completed by a mutually agreed upon date but not to exceed the last full week of November. Deductions in payment may be made for mowing that occurs after November 30. There will be no mowing on holidays or weekend days unless otherwise permitted by the municipal representative.

All work is to be completed seasonally and annually for 2024, 2025, and 2026.

7. Acceptance – Acceptance of bid dependent on Town Meeting approval tentatively scheduled for August 24, 2023. The Town shall notify bidder of acceptance within 14 days of approval.

8. Rejection of Offers- The municipality reserves the right to reject any or all proposals whenever such rejection is in their best interest. The municipality reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time contracts of a similar nature. The municipality also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

9. Payment- The municipal representative shall make payment in full after completion, inspection and acceptance.

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications.

1. Name: _____

Address: _____

2. Number of years in contracting business under your present company name: _____

3. Particular types of construction work performed by your company:

4. List several recent construction projects performed:

Project Type

Owner/Name

Phone

Company Name

Date

Bidder's Printed Name

Bidder's Signature

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