

Town of Carmel, Maine
REQUEST FOR PROPOSALS
Mowing, Trimming & Lawn Care Maintenance
Town Office/ Fire Station Complex, Town Owned Cemeteries, Public Works Garage Property,
and the Carmel Athletic Fields & Parks and Recreation Complex
October 4, 2024

I. General Information:

The Town of Carmel is seeking proposals from contractors to provide mowing, trimming, and lawn care maintenance at the Town Office/Fire Station Complex located at 1 Safety Lane; Town Owned Cemeteries, including the Highland Cemetery (located on Main Road), Village Cemetery (located on Main Road), North Carmel Cemetery (located on Horseback Road), and Ruggles Cemetery (located on Hampden Road); the Public Works Garage located at 784 Main Road; and the Carmel Athletic Fields and Parks and Recreation Complex located at 87 Five Road as per the bid specifications for the period beginning at April 15, 2025 through November 15, 2027.

By submitting a response to this document, the contractor is stating that he/she has read the entire document and fully understands the content, purpose, and requirements hereof. This document sets minimum guidelines.

II. Submission Requirements:

A. Pre-Bid Meeting: There will be a **mandatory pre-bid meeting** to discuss details and answer questions concerning the work and will be held at **Carmel Town Office on Thursday October 17, 2024 at 10:00 AM.** Site visits can be scheduled by calling Andrew Hart at the Carmel Town Office (207) 848-3361.

B. Submission of Proposals: All proposals submitted shall respond to the provisions within this RFP. Proposals shall be submitted in a sealed envelope marked: **“Town of Carmel Mowing, Trimming, and Lawn Care Maintenance Proposal”** and must be received at the Town Office no later than **1:00 p.m. on Thursday, October 24, 2024**, at which time the proposals shall be opened and read aloud. Proof of Insurance shall be submitted with the bid (refer to III. Contract Terms, Section J for Insurance Requirements). No proposal submitted shall be further altered in any way after the bid opening.

All proposals must be signed by the respondent’s authorized representative and must include: the typewritten name, position, and the written signature of that representative. The contents of the submission of the successful respondent shall be considered a contractual obligation. Failure to meet these obligations may result in violation of the contract and/or other appropriate action.

One (1) copy in a sealed envelope must be submitted to:

Andrew L. Hart, Town Manager
Town of Carmel
P.O. Box 114
Carmel, Maine 04419

The Town of Carmel reserves the right to reject any or all proposals, to waive any formality or technicality in the proposals, and to accept the proposal which is deemed by the Select Board to be in the best interests of the Town of Carmel.

C. Inquiries: Prospective bidders should direct questions regarding this RFP in writing or via e-mail, by no later **2:00 p.m. on Monday, October 21, 2024** to:

Andrew L. Hart, Town Manager
Town of Carmel
P.O. Box 114

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Carmel, Maine 04419
townmanager@townofcarmel.org

- D. References:** Provide the names, addresses and telephone numbers of at least three (3) references that can objectively describe your firm's experience with a project of this size, scope and complexity.
- E. Pricing:** Prospective bidders must provide quotes per location for the season, using the attached bid form.
- F. Award:** The Town of Carmel reserves the right to reject any or all proposals, to waive any formality or technicality in the proposals, and to accept the proposal which is deemed by the Select Board to be in the best interests of the Town of Carmel. The Select Board will be considering contract award at their October 28, 2024 meeting.
- G. Additional Materials:** Additional materials are welcome and may be submitted however, the Town reserves the right to make a decision without regard to any additional information submitted by any firm. The Town reserves the right to require additional supplemental materials to determine which proposal best meets the needs of the Town.

III. Contract Terms:

- A. Duration of Contract:** This contract term shall be April 15, 2025 to November 15, 2027. The parties may mutually agree to extend this contract by seeking Selectboard approval for additional years under all of the terms of this contract.
- B. Contract Documents:** The contract entered into by the parties shall consist of the Request for Proposals, the signed bid submitted by the contractor, the bid specifications including all modifications thereof, and a letter of award from the Town.
- C. Bid Selection Criteria:** The contract will be awarded on the following criteria: price, the demonstrated ability of the bidder to provide services required by the Town, the Town's previous experience with the bidder or results of reference checks or both, adequacy of equipment and personnel proposed to be used to provide the service, and ease of contract implementation.
- D. Payments, Documentation and Billing:** Invoices for services shall be submitted no more than once per month and should be sent to Town of Carmel, P.O. Box 114, Carmel, ME 04419 or via email to townmanager@townofcarmel.org. No payment will be made until the contractor has submitted to the Town a W-9 form or other similarly required IRS forms. Final payment will not be made until fall cleanup is completed and all other contract requirements are met to the satisfaction of the Town.
- E. Subcontracting or Assignment:** Contractor shall not subcontract or assign in total or in part this Agreement or any of its rights or obligations under the terms of this Agreement without the prior written consent of the Town.
- F. Ownership and Collusions/Financial Interest by Town Employees:** The Contractor certifies, by signing this proposal that he/she has not directly or indirectly been collusive with any other vendor/consultant or anyone interested in this proposal. Additionally, the Contractor stipulates that no municipal elected or appointed officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the Town is a party, and the Contractor stipulates that no Town officer or employee has any financial interest, directly or indirectly, in this company.

G. Litigation: In the event of litigation between the parties concerning this Agreement, the laws of the State of Maine shall govern this Agreement and any litigation shall take place in Penobscot County, Maine. If any provisions of this Agreement become invalid or unenforceable, the remainder of this Agreement shall not be affected.

H. Termination/Cancellation: In case the provider defaults in its agreement to provide satisfactory personnel and equipment, or in any other way fails to provide services in accordance with the requirements of this agreement, the Town shall promptly notify the provider of such default and if adequate correction is not made within 24 hours the Town may take whatever action it deems necessary to provide alternative service and may, at its option, cancel this agreement upon written notice.

Except for such cancellation for cause by the Town, either party may terminate this agreement by giving 60 days advance written notice to the other party. Any contract cancellation notice shall not relieve the provider of the obligation to perform on all outstanding orders issued prior to the effective date of the cancellation.

Notwithstanding any other provision of this Agreement, the parties agree that the contract price is payable by the Town from appropriation by Town Meeting each year. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the Select Board without further obligation of the Town. In such event, the Select Board shall certify to the Contractor that sufficient funds have not been made available to the Town to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

I. Independent Contractor: The Contractor, its officers, agents, and employees, during the performance of this Agreement, shall act as an independent contractor and not as officers or employees of the Town. The Contractor, its officers, agents, and employees, during the performance of this Agreement, shall not hold itself or themselves out as employees of the Town. Any personnel needed to fulfill the obligations of this Agreement shall be employed by the Contractor, who shall be solely responsible for complying with applicable state and federal laws, including, but not limited to, worker's compensation and minimum wage. As an independent contractor, the Contractor is also responsible for maintaining its equipment in a safe, operable, and legal condition.

J. Insurance. The Contractor shall provide a certificate of insurance prior to the commencement of any work stating the limits of liability and expiration date, with additional copies upon renewal or amendment of the insurance policies. Contractors Liability Insurance and Comprehensive Vehicle Liability Insurance shall remain in force during the entire term of the contract and shall expressly name the contractor as an insured, as well as the Town of Carmel as an additional insured. Said insurance policies shall cover the Town of Carmel and the Contractor against all claims and shall provide that Contractor's Insurance shall be primary and non-contributory to any insurance policies provided by the Town. All claims for injuries to persons including death or property in the performance of the work outlined in this agreement shall amount to at least \$1,000,000 single limit coverage in the event of injury or death of each person or accident. Said certificates shall name the Town of Carmel as an Additional Insured for all claims arising under this Agreement.

Worker's Compensation Insurance. The Contractor agrees to provide worker's compensation insurance. A copy of the certificate of insurance must be provided.

Licensed to do Business. All insurance required by this Agreement shall be placed with insurers licensed to do business in the State of Maine.

All such insurance policies shall name the Town and its officers, agents, and employees as additional insureds, except that for purpose of workers' compensation insurance, the Contractor instead may provide

a written waiver of subrogation rights against the Town. The Contractor, prior to commencement of work under this Agreement shall deliver to the Town certificates evidencing such insurance coverages, which certificates shall state that the Contractor must provide written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the Town prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The Contractor shall not commence work under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the Town.

K. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town, its officers and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable costs of defense and reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, or the performance of any activity, provided that any such claims, damage, loss or expense: is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use thereof; and is caused in whole or in part by any negligent act or omission of the contractor, the Contractor's subcontractor, their employees, invitees, agents or contractors in the performance of this Agreement. Contractor fully understands that the Town of Carmel, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to any person or property occurring during or arising out of this agreement. To the fullest extent permitted by law, Contractor agrees to assume all risk of injury, harm or damage to person or property arising during or in connection with this agreement.

L. Reliance on Professional Skill: It is mutually agreed by the parties that the Town is relying upon the professional skill of the Contractor, and the Contractor represents to the Town that its work shall conform to generally recognized professional standards in the industry. Acceptance of Contractor's work by the Town does not operate as a release of Contractor's said representation.

M. Codes, Regulations and Standards: Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local codes, regulations and standards pertaining to work practices, hauling, disposal, protection of workers and visitors to the site, and persons occupying areas adjacent to the site. This includes modification of procedures to comply with changes to codes, regulations and standards which occur during the work of this contract. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Town and Town's Representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulations on the part of himself, his employees or his subcontractors.

IV. Scope of Services:

Town Office/Fire Station Complex (1 Safety Lane):

- Accomplish all work outlined below during daylight hours. No Sunday work before 9am is allowed.
- The Contractor agrees to do a "Spring Clean-up" of the area prior to April 15, 2025 and each April for the length of the contract unless approved by the Town Manager due to weather conditions, or snow cover. Clean up includes removal of any tree limbs or brush damaged or fallen during the winter and the raking of the grass areas needed to remove excess sand, trash, and other debris prior to the first mowing. The clean up and disposal of tree branches may also be required in subsequent mowing. The contractor will be responsible to mow the grass around the Town Office to the same limits as previous years including the front lawn area, side lawns to the woods/heavy undergrowth, the rear of building to the tree line including the area around the fire pond, and the area around the

Veteran's Memorial and next to the Town Parking Lot area across from the Town Office/Fire Station Complex.

- The Contractor agrees to do a "Fall Clean-up" of the area prior to November 15, 2025. Clean up includes removal of any tree limbs or brush damaged or fallen during the winter and the raking of the grass areas needed to remove excess sand, trash, and other debris prior to the first mowing. The clean-up and disposal of tree branches may also be required in subsequent mowing. The contractor will be responsible to mow the grass around the Town Office to the same limits as previous years including the front lawn area, side lawns to the woods/heavy undergrowth, the rear of building to the tree line including the area around the fire pond, and the area around the Veteran's Memorial and next to the Town Parking Lot area across from the Town Office/Fire Station Complex.
- Mowing will begin on April 15, 2025 and continue until mowing is no longer required.
- All grass will be mowed weekly at a height not to exceed three inches (3").
- The contractor will also string-trim all areas requiring such, including trim but not limited to around bicycle rack, parking lots, sidewalks, garden beds, monuments, trees, picnic table, generator, fencing, fuel tanks, and the building itself.
- Remove all leaves and pine needles from work areas as necessary through the contract term, to include the fall, to present a neat and clean appearance.
- All trash discovered upon the grounds will be picked up and disposed of properly.

Town Owned Cemeteries (Including Highland Cemetery (Main Road), Village Cemetery (Main Road), North Carmel Cemetery (Horseback Road), and Ruggles Cemetery (Hampden Road):

- Accomplish all work outlined below during daylight hours. No Sunday work before 9am is allowed.
- The Contractor agrees to do a "Spring Clean-up" of the area prior to April 15, 2025 and each April for the length of the contract unless approved by the Town Manager due to weather conditions, or snow cover. Clean up includes removal of any tree limbs or brush damaged or fallen during the winter and the raking of the grass areas needed to remove excess sand, trash, and other debris prior to the first mowing. The clean-up and disposal of tree branches may also be required in subsequent mowing. The contractor will be responsible to mow the grass within the cemeteries to the same limits as previous years including the gravestones and grave markers, flags and plantings and to make sure that there is no damage to the gravestones and grave markers, flags and plantings.
- The Contractor agrees to do a "Fall Clean-up" of the area prior to November 15, 2025. Clean up includes removal of any tree limbs or brush damaged or fallen, and the raking of leaves and pine needles from the grass areas.
- Mowing will begin on April 15, 2025 and continue until mowing is no longer required.
- All grass will be mowed weekly at a height not to exceed three inches (3"). All cemeteries shall be mowed and trimmed to present a well-groomed appearance by the Friday before Memorial Day, Labor Day, and Columbus/Indigenous Peoples Day. It is important that all cemeteries have a freshly manicured appearance for these holidays.

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- The contractor will also string-trim all areas requiring such, including trim but not limited to around, gravestones and grave markers, flags and plantings. Remove all leaves and pine needles from work areas as necessary through the contract term, to include the fall, to present a neat and clean appearance.
- All trash discovered upon the grounds will be picked up and disposed of properly.

Public Works Garage (784 Main Road):

- Accomplish all work outlined below during daylight hours. No Sunday work before 9am is allowed.
- The Contractor agrees to do a “Spring Clean-up” of the area prior to April 15, 2025 and each April for the length of the contract unless approved by the Town Manager due to weather conditions, or snow cover. Clean up includes removal of any tree limbs or brush damaged or fallen during the winter and the raking of the grass areas needed to remove excess sand, trash, and other debris prior to the first mowing. The clean-up and disposal of tree branches may also be required in subsequent mowing. The contractor will be responsible to mow the grass around the Town Office to the same limits as previous years including the front lawn area, side lawns to the woods/heavy undergrowth, the rear of building to the tree line including the area around the fire pond, and the area around the Veteran’s Memorial and next to the Town Parking Lot area across from the Town Office/Fire Station Complex.
- The Contractor agrees to do a “Fall Clean-up” of the area prior to November 15, 2025. Clean up includes removal of any tree limbs or brush damaged or fallen, and the raking of leaves and pine needles from the grass areas.
- Mowing will begin on April 15, 2025 and continue until mowing is no longer required.
- All grass will be mowed weekly at a height not to exceed three inches (3”).
- The contractor will also string-trim all areas requiring such, including trim but not limited to around, the sand salat shed, fenced in area, and any other buildings, etc.
- Remove all leaves and pine needles from work areas as necessary through the contract term, to include the fall, to present a neat and clean appearance.
- All trash discovered upon the grounds will be picked up and disposed of properly.

Carmel Athletic Fields & Parks and Recreation Complex (87 Five Road):

The expectation of the Recreation Director and/or Town Manager is that the Athletic Fields will be maintained to the highest level of professionalism, and that the contractor agrees to work closely with the Recreation Director/Town Manager, especially during sports seasons to ensure the fields are in exceptional condition for the players.

- Accomplish all work outlined below during daylight hours. No Sunday work before 9am is allowed.
- The Contractor agrees to do a “Spring Clean-up” of the area prior to April 15, 2025 and each April for the length of the contract unless approved by the Recreation Director and/or Town Manager due to weather conditions, or snow cover. Clean up includes removal of any tree limbs or brush damaged or fallen during the winter and the raking of the grass areas needed to remove excess sand, trash, and other debris prior to the first mowing. The clean-up and disposal of tree branches may also be required in subsequent mowing. The contractor will be responsible to mow the grass on the

entire area of the property encompassed by Athletic Fields and the Recreation Complex, also including the grassed area across from the Parks and Recreation Metal Building.

- The Contractor agrees to do a “Fall Clean-up” of the area prior to November 15, 2025. Clean up includes removal of any tree limbs or brush damaged or fallen, and the raking of leaves and pine needles from all areas of the Athletic Fields. The contractor will be responsible to mow the grass on the entire area of the property encompassed by Athletic Fields.
- Mowing will begin on April 15, 2025 and continue until mowing is no longer required by the Recreation Director and/or Town Manager.
- All grass will be mowed weekly at a height not to exceed two inches (2”).
- All clippings must be raked, mulched, or bagged. If bagging is necessary clippings and debris will be removed from the property, and disposed of properly.
- All clippings must be raked or vacuumed, removed from the property, and disposed of properly.
- The contractor will also string-trim all areas requiring such, including trim but not limited to around bicycle racks, parking lots, sidewalks, garden beds, monuments, trees, picnic tables, fencing, and dug-out structures.
- Remove all leaves and pine needles from area as necessary through the contract term, to include the fall, to present a neat and clean appearance.
- All trash discovered upon the grounds will be picked up and disposed of properly.
- For approximate limits within the orange lines see aerial photo on next page. Descriptions of areas as follows:
 - A. Ball Fields – to include Baseball, Softball, and Soccer fields.
 - B. Grass areas surrounding ball fields – to include areas around dug-outs and fence line.
 - C. Parking area – perimeter of parking area, bounded by tree or brush line.
 - D. Access way – both sides to greatest extent practical.
 - E. Pathways connecting lawn areas.
 - F. Grass area across from the Parks and Recreation Metal Storage Grage.
 - G. String Trimming on both sides of fence line, and all other structures, obstructions, etc.



V. General Conditions:

- A. **Equipment:** The contractor shall have adequate equipment to service all areas under this contract.
- B. **Backup Equipment/Breakdowns:** The contractor shall keep equipment operational at all times throughout the contract period. Backup equipment must be readily available at all times.
- C. **Inspection:** Periodic inspection of the contractor's work will be made by Town representatives. The Town reserves the right to point out to the contractor or his personnel incomplete or defective work and necessary corrective measures. No payment shall be made for services which are not performed in accordance with the specifications.
- D. **Damage:** Contractor shall employ all reasonable measures so as not to damage lawn areas with mowing equipment. Any damage caused by the actions of the contractor shall be repaired by the contractor at no additional expense to the Town.

**BID FORM
TOWN OF CARMEL
DUE: 1:00 PM, OCTOBER 24, 2024**

This bid form is to be submitted to the Town of Carmel at the Town Office no later than 1:00 P.M. local time on October 24, 2024.

Having carefully examined the REQUEST FOR PROPOSALS dated October 4, 2024 including Scope of Services prepared by the Town of Carmel, as well as conditions affecting the work, we the undersigned propose to furnish all labor, equipment and materials necessary, reasonable and incidental to the completion of the mowing, trimming and lawn care maintenance as specified.

The proposal for the 2025-2027 growing seasons as described in the Request for Proposals are:

April 15, 2025-November 15, 2025

Town Office/Fire Station Complex

As Specified: _____ Lump Sum
(Price in words or numbers)

Town Owned Cemeteries (Highland, Village, North Carmel, and Ruggles)

As Specified: _____ Lump Sum
(Price in words or numbers)

Public Works Garage

As Specified: _____ Lump Sum
(Price in words or numbers)

Carmel Athletic Fields & Parks and Recreation Complex

As Specified: _____ Lump Sum
(Price in words or numbers)

April 15, 2026-November 15, 2026

Town Office/Fire Station Complex

As Specified: _____ Lump Sum
(Price in words or numbers)

Town Owned Cemeteries (Highland, Village, North Carmel, and Ruggles)

As Specified: _____ Lump Sum
(Price in words or numbers)

Public Works Garage

As Specified: _____ Lump Sum
(Price in words or numbers)

Carmel Athletic Fields & Parks and Recreation Complex

As Specified: _____ Lump Sum
(Price in words or numbers)

April 15, 2027-November 15, 2027

Town Office/Fire Station Complex

As Specified: _____ Lump Sum
(Price in words or numbers)

Town Owned Cemeteries (Highland, Village, North Carmel, and Ruggles)

As Specified: _____ Lump Sum
(Price in words or numbers)

Public Works Garage

As Specified: _____ Lump Sum
(Price in words or numbers)

Carmel Athletic Fields & Parks and Recreation Complex

As Specified: _____ Lump Sum
(Price in words or numbers)

By signing below proposer agrees that the Town of Carmel reserves the right to reject any or all proposals, to waive any formality or technicality in the proposals, and to accept the proposal which is deemed by the Select Board to be in the best interests of the Town of Carmel.

Company Name: _____ Telephone: _____

Mailing Address: _____

Town/City: _____ State: _____ Zip Code: _____

E Mail Address: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

