



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

REQUEST FOR PROPOSALS (RFP)

2016 Readfield Cemetery Tree Work:

The Town of Readfield seeks proposals from qualified contractors to complete tree work with in Readfield Cemeteries.

The work involves approximately 6 trees, and consists of limbing, strapping, and tree removal in the following cemeteries - Whittier, Case, Dudley, and Readfield Corner.

All proposals are to be submitted in sealed envelopes marked “**CEMETERY TREE PROPOSAL – DO NOT OPEN**” addressed to the Cemetery Sexton, Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355 until **3:00 P.M. on Friday, November 18th, 2016** at which time they will be publicly opened. A **onsite visit** starting at the **Readfield Town Office** will be held on **November 4th at 9:00am**. Proposal forms and specifications may be obtained at the Town Office or online at <http://www.readfield.govoffice.com>. Questions may be directed to Anna Carll at (207) 685-1811. The Town of Readfield reserves the right to accept any or reject any or all proposals. Proposers may be present at the proposal opening if so desired.

STANDARD INSTRUCTIONS TO PROPOSERS

1. The attached proposal is to be signed by the proposer, with full knowledge of and agreement with, the general specifications, conditions and requirements of this RFP. The conditions set forth in this RFP are to be considered minimum proposal specifications. Any variance or deviation from the specifications, terms and conditions, no matter how slight must be noted on an attachment labeled **“Variances”**. Failure to document such variances or deviations may, at the Town of Readfield’s sole discretion, disqualify the proposal from consideration.
2. Proposals shall be submitted in sealed envelopes addressed to the Cemetery SextonReadfield Town Office, 8 Old Kents Hill Road, Readfield, Maine 04355 and shall be clearly marked **“CEMETERY TREE PROPOSAL – DO NOT OPEN”**
3. Faxed, emailed, or incomplete proposals; or proposals received later than the time and date specified in the RFP will not be considered. Withdrawals of proposals, received later than the time and date set for the proposal opening, will not be considered.
4. A mandatory pre-bid meeting will be held on Friday, November 4th at 9:00 a.m. at the Readfield Town Office.
5. The proposer shall insert in the attached proposal form the price per stated unit and extend a total price for each item.
6. In accordance with the provisions of 36 M.R.S.A. sec. 1760 et. Seq., the Town of Readfield is exempt from the payment of State sales and use tax and such tax or taxes shall not be included in the proposal prices.
7. The Town of Readfield specifically reserves the right to accept any or reject any and all proposals, wholly or in part; to waive technical defects or procedures; and to make awards deemed to be in the best interest of the Town.

TREE WORK SPECIFICATIONS

1. Sealed proposals for completing the projects for the 2017 fiscal year will be received at the Town Office until **3:00 p.m. Friday, November 18th, 2016 at which time they will be publicly opened.**
2. Proposers are requested to submit signed, written proposals giving fixed firm bids on the attached proposal form. It is the intent of the Town of Readfield to award a binding contract to the selected firm. A final contract award will be considered by the Readfield Select Board at a regular meeting on November, 28th, 2016.
3. The Town of Readfield reserves the right to increase or decrease stated quantities on the same or additional trees, in the cemeteries or elsewhere in town, at the same unit prices as the Town sees fit. Actual work contracted will depend on available funding.
4. Any subcontractor involved in the project must be identified at the time of proposing. Contractors and any subcontractor engaged in the above work must agree to provide proof of liability insurance in an amount not less than the amount established by the Maine Tort Claims Act (currently \$400,000.00) that names the Town of Readfield as an additional insured. Proof of additional insurance is required, but not limited to, workers compensation and liability insurance for vehicle and equipment. Certificates of insurance must be on file with the Town prior to the commencement of any work. Contractors must be in good financial standing with the Town or their respective towns and must provide proof that all personal property taxes owed to respective municipalities have been paid or have a signed payment agreement with the respective town prior to bidding. Contractors further will follow Town policy on political activity, harassment, and workplace violence while providing services in Readfield.
5. The proposer will be responsible for providing all necessary flaggers, signs, barricades and other safety devices necessary to control & direct traffic during reclamation and paving operations, according to the MUTCD manual and DOT best management practices. In addition, the proposer will be responsible for cleaning up job site, and leaving cemeteries unharmed.
6. Trees will need to be limed, strapped and or removed. The proposer will also be required to meet all laws, rules and regulations of the State of Maine during the course of this project.
7. **Current Arborist specifications shall be met for all materials and equipment involved with these tree projects.**
8. Every effort must be made to protect cemetery stones, monuments, markers, and structures from damage during tree work.
9. Tree work will need to be done on dry or frozen ground.
10. Cemeteries grounds will be left unharmed.

11. Work completion date will be negotiated with the successful proposer, but in no case will the completion date be after February 28th, 2017 unless mutually agreed upon by both parties.
12. Proposers are required to attach to their proposal an outline of their qualifications, including a list of equipment that will be used to fulfill the terms of this contract and a listing of municipal or governmental entities that they may have contracted with in recent years.

Questions regarding this RFP should be referred, in writing, to:
Anna Carll, Cemetery Sexton **Readfield Town Office**

8 Old Kents Hill Road
Readfield, ME 04355
Email: acarll@readfieldmaine.org

CEMETERY TREE WORK PROPOSAL FORM

PROPOSED CEMETERY TREE PROJECTS FOR THE TOWN OF READFIELD

Case Cemetery (Rt. 17)

Large maple tree at top of Cemetery, no growth on tree, lots of branches and bark falling from tree. Tree should be removed.

Whittier Cemetery (Beaver Dam Rd)

Large tree that needs to have dead limbs removed and larger limbs secured/strapped. There is a limb that is broken off and hanging, this must be removed.

Readfield Corner Cemetery (Church Rd)

There are 30 trees in this cemetery, via the tree map, tree # 13 should be removed, tree #23 currently is strapped. Strapping needs to be adjusted.

Dudley Cemetery (Plains Rd)

There are 3 large maple trees along the white picket fence line. 2 of these trees have a lot of bark and debris that falls off. Trim or taken down all 3 trees as necessary.

Please quote all projects with leaving large limbs neatly on site, and no stump grinding.

CEMETERY TREE PROPOSAL

Name of Company: _____

Case Cemetery Total \$ _____

Whittier Cemetery Total \$ _____

Readfield Corner Cemetery Total \$ _____

Dudley Cemetery (Trim) Total \$ _____

Dudley Cemetery (Take down) Total \$ _____

Unit Price for equipment and Labor Per hour \$ _____

Signature: _____ Date: _____

SERVICES AGREEMENT

CEMETERY TREE SERVICES

THIS AGREEMENT is made this _____ day of _____, 2016 by and between the Town of Readfield, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "OWNER") and _____ (hereinafter "CONTRACTOR").

The CONTRACTOR shall perform tree work at selected Town Cemeteries, as needed and directed by the Town Manager, Sexton, or his/her designee. All equipment, and materials involved with the completion of the specified work shall meet current Arborist specifications and standard best practices.

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Cemetery tree Specifications and Proposal Form, and shall do so in accordance with the Contractor's Proposal dated _____, 2016.

The CONTRACTOR must be current in personal property tax payments to the respective municipality where the firm is located or provide a letter from the municipality stating the CONTRACTOR is in good standing related to tax payments.

The CONTRACTOR agrees to abide by the OWNER's prohibitions against workplace violence, sexual harassment, and political activities in Readfield while working in Readfield.

The CONTRACTOR must maintain liability insurance, in the amount of \$400,000 per occurrence, for personal injury, death and property damage claims which may arise from operations under this agreement. The CONTRACTOR shall provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workers' Compensation Act.

The CONTRACTOR will provide to the OWNER a Certificate of Insurance naming the OWNER as an additional insured prior to the start of any work under this agreement. The OWNER disclaims any and all responsibility for injury or damages to the CONTRACTOR, its agents, or others at any time during this agreement.

The CONTRACTOR will provide the OWNER with a current and complete W-9 form prior to the start of any work under this agreement.

The CONTRACTOR, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, and their agents, employees and/or invitees 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 OWNER.

The CONTRACTOR guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

All materials and work may be subject to inspection by the OWNER. The Town Manager, Sexton or designee shall be allowed access to all parts of the work and shall also have the right to inspect and test, at the OWNER's expense, by any methods adequate to ensure an acceptable quality of work

It is strongly recommended that the CONTRACTOR, before submitting a bid, become completely familiar with the job site and the required work. The OWNER may be available to participate in pre-bid inspections at designated times and locations, and occasionally by request. 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 a formal pre-bid inspection.

The bid price(s) quoted in the Proposal Form shall include preparation, mobilization, installation, final cleanup, and all labor and materials required to complete the work as specified in the Cemetery Tree Specifications and Proposal Form. The bid price shall be firm for the term of this AGREEMENT.

The OWNER reserves the right to submit Change Orders in writing to the CONTRACTOR. In that event, the OWNER will negotiate with the CONTRACTOR to determine any new terms or costs. At the completion of work, each site shall be left in a neat and clean condition, subject to approval of the Town Manager or a Designee.

The OWNER shall remit payment to the CONTRACTOR ; by the first warrant following completion of all services. The total cost of this agreement will not exceed \$_____ without written approval from the OWNER. The OWNER reserves the right to withhold payment should it be determined that the CONTRACTOR has not performed the services required as stated in the Cemetery trees Specification.

Every effort shall be made to resolve conflicts between the OWNER and CONTRACTOR through direct negotiations between the parties. If resolution cannot be reached within a reasonable timeframe then the matter will be referred to third party arbitration by mutual agreement of the OWNER and CONTRACTOR.

The OWNER shall have the right to terminate this contract for cause with a minimum notice to the CONTRACTOR of Five (5) business days. Failure to comply with any requirement of this contract shall be cause for termination.

Witness

TOWN

By: _____
Eric Dyer, Town Manager

Witness

CONTRACTOR

By: _____
Its: _____