

**SCARBOROUGH
MAINE**



INVITATION TO BID 342024

Return this bid to
ITB 342024 Roadside Mowing & Traffic Island Maintenance
259 US Route One
PO Box 360
Scarborough ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 3/21/2024

PUBLIC WORKS
Roadside Mowing & Traffic Island Maintenance

Sealed bids must be submitted to the Purchasing Agent or Town Clerk's Office and must be time and date stamped by the Purchasing Agent or his designee prior to the bid opening on April 11, 2024 at 10:00 am. This will not be a public bid opening.

F.O.B. POINT IF MAILED: FINAL DESTINATION

EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.

LATE BIDS WILL NOT BE ACCEPTED.

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING TO KIM MORRISON, PURCHASING SPECIALIST, AT (207) 730 4088 (FAX) OR KMORRISON@SCARBOROUGHMAINE.ORG.

THE PREFERRED METHOD IS VIA EMAIL.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE TOWN'S WEB SITE, YOU MUST REGISTER WITH THE PURCHASING OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.

[Liam Gallagher](#)
ASSISTANT TOWN MANAGER

INSTRUCTIONS TO BIDDERS

INTENT OF BID: This Invitation to Bid (ITB) is intended to result in the Roadside Mowing Services and Landscaped Traffic Island Maintenance for the Town of Scarborough, Maine.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

PAYMENT FOR TOWN PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to the Town, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

FEDERAL EXCISE TAX: The Town is exempt from all Federal Excise Tax.

STATE SALES TAX: The Town is exempt from all State of Maine Sales Tax.

SHIPPING DAMAGE: The Town will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination within the Town of Scarborough. The Town will provide the contractor with written notice when damaged goods are received. The Town may choose to deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of

services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance and copies of the actual policies must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance and copies of the actual policies shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Workers Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's

insurance carrier shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury, property damage or death in the amount of \$400,000 for each occurrence and minimum liability for property damage in the amount of \$50,000/\$100,000 aggregate.

Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsive and to reject the bid.

BRAND AND MODEL OFFERED: Specifications may contain certain brand names that may or may not be proprietary. Bidders are encouraged to propose their company's approved alternate to such items and list them accordingly. The Town will **not** disqualify a bid if it offers items not specific but meet minimum requirements to the Town's Bid Specifications.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

SUPPORTING INFORMATION: The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

ALTERATIONS: The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained

in this ITB or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The Town will reject any item that does not meet the agreed upon specifications of the ITB (post award). Rejected items will be returned to the contractor at the contractor's risk and expense.

BID SUBMISSION: At or before the appointed date and time, all bidders **must** submit a completed Specifications Form and completed Bid Form. Although not required, bidders are encouraged to submit additional supporting information that may assist the Town in evaluating the bid and compliance with the technical specifications.

ADDITIONAL INFORMATION: Bidders are encouraged to provide additional supplementary information with their bid if it serves to clarify the bid submission and assists the Town in the evaluation of the bids. In particular, this may assist the Town in determining the equivalency of alternative bid items.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder as noted below (**EVALUATION CRITERIA**). The Town of Scarborough reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, waive any minor discrepancies or technicalities and the right to inspect the equipment prior to delivery.

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

CONTRACT PERIOD: From July 1, 2024 through June 30, 2027. The contract may be extended upon mutual agreement for two additional years.

CONTRACT PRICES: Contract prices are to remain firm through the duration the contract(s) and the extension or renewal of the contract(s).

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in

accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.

ADDITIONAL INFORMATION:

ALL inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business two days prior to the bid opening to the Attention of Kim Morrison, Purchasing Specialist by fax (207 730-4088) or email to kmorrison@scarboroughmaine.org. The Town is not responsible for oral interpretations given by any Town employee, representative or other.

OFFICIAL BID FORM

	Location	Site Description	Location Specifics	Total Cost of Mowing
1	Dunstan Cemetery	Cemetery Lawn	Route One	\$
2	Harlow Street	Traffic Island	Harlow St @ Route One	\$
3	Dunstan Landing Rd @ Pine Point Rd	Traffic Island	Dunstan Landing	\$
4	Dunstan Landing Rd	Roadside	Head of Dunstan Landing Rd	\$
5	Eastern Trail	Area around Parking Lot	Pine Point Rd	\$
6	Seavey Landing Rd	Park	End of Seavey Landing Rd	\$
7	Blue Point Tennis Courts	Area around Courts & Parking Lot	Pine Point Rd	\$
8	Pine Point Rd	Traffic Island	Pine Point Rd @ East Grand Ave	\$
9	Hurd Park	Area around Parking Lot	King St @ Avenue 5 Ext	\$
10	Hurd Park	Overflow Parking Lot	King St @ Avenue 5	\$
11	Pine Point Co-Op	Islands	End of Street	\$
12	Old Info Center	Roadside	Rt 1 across from Anjon's Restaurant	\$
13	Route One and Lincoln Rd	Roadside	Across from Irving, down Lincoln Rd to 1st Building on Right	\$
14	Route One	Roadside	Rt 1 Island @ Maine Veterans Home & Right Hand Shoulder @ Bessey School Drive	\$
15	Route One	Roadside Behind Sidewalk	Approx 170' Sawyer Rd South	\$
16	Route One @ Green Acres	Large Island	Green Acres Lane & #29 1 st Ave	\$
17	Green Acres Ln	Traffic Island	Green Acres Lane & 1st Ave	\$
18	Pleasant Hill Rd	Roadside	Pleasant Hill @ Rt 1 Southside	\$
19	Pleasant Hill Rd	Roadside	Pleasant Hill @ Rt 1 North side	\$
20	Black Point Rd	Park	Black Point Rd @ Old County Rd	\$
21	Clay Pits Rd	Parking Lot Island	End of Clay Pits Rd	\$
22	Clay Pits Rd	Area across Parking Lot	End of Clay Pits Rd	\$
23	Clay Pits Rd	Area behind Parking Lot	End of Clay Pits Rd	\$
24	Spring St	Traffic Island	Spring St @ Rt 114	\$

25	Rt 114 & Rt 22	Roadside	Rt 114 South side	\$
26	Rt 114 & Rt 22	Roadside	Rt 114 North side	\$
27	Rt 114 & Rt 22	Large Traffic Island	Rt 114 & Rt 22	\$
28	Route One	Roadside	Royal Ridge Rd to #443 Route 1	\$
29	Higgins Beach	Parking Lot	Ocean Ave	\$
30	Memorial Cemetery	Cemetery Lawn	Old Blue Point Rd	\$
31	Public Works Garage	Lawn	20 Washington Ave	\$
32	Route One Sidewalks	Grass Esplanade	Route 1 @ Broadturn Rd South	\$
33	172 Black Point Rd	Vacant Lot	Corner of Black Point & Fogg Rd	\$
34	Haigis Parkway	Roadside	Route 1 to #8 & #9 Haigis Pkwy	\$
35	Pine Point Fire Station	Park	8 King St	\$
36	Payne Road	Grassy area	Behind On the Vine Market	\$
38	Route 1 @ Pine Point	Lawn	Old Scarboro Sign Location	\$
39	Route 1 @ Broadturn	Monument	Route 1 @ Broadturn Rd	\$
40	259 US Route One	Lawn	Town Hall Building	\$
41	275 US Route One	Lawn	Public Safety Building	\$
42	81 Black Point Rd	Lawn	Honeywell House	\$
44	649 US Route One	Lawn	649 US Route One	\$
45	56 Manson Libby Rd	Lawn	Bus Terminal	\$
46	Maple Ave	Esplanade	Maple Ave	\$
47	Black Point Road	Grassy area	Eastern Trail	\$
			Total	\$

THE TOWN ALSO WISHES TO RECEIVE BIDS FOR THE WORK SPECIFIED IN THE ALTERNATE BID. BASED ON BID RESPONSES THE ALTERNATE BID MAY BE AWARDED TO THE CONTRACTOR WHO WINS THE MOWING BID OR MAY BE OFFERED TO ANOTHER BIDDER IF IT IS DEEMED TO BE IN THE BEST INTEREST OF THE TOWN. AS ALWAYS THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS SHOULD IT BE IN THE BEST INTEREST OF THE TOWN.

ALTERNATE BID: ISLAND CLEAN-UP & MULCH TO INCLUDE:

- SPRING CLEANUP: REMOVE WINTER SAND, DEAD PLANT MATERIAL AND PLACE MULCH. WORK ON BEDS TO BE COMPLETED BY MEMORIAL DAY
- FALL WORK: CUT BACK PLANT MATERIAL AS NEEDED
- SEASONAL WEEDING: TO BE DONE AS DIRECTED BY THE TOWNS REPRESENTATIVE. TYPICAL SCHEDULE WILL BE JULY THROUGH SEPTEMBER ONCE PER MONTH.
- SUCCESSFUL BIDDER IS RESPONSIBLE FOR WORK ZONE SETUP THAT MEETS THE M.U.T.C.D. WHEN WORKING ON TRAFFIC ISLANDS.

**FOR FOLLOWING LOCATIONS:
SPRING AND FALL CLEANUP – LUMP SUM**

Southgate Rd @ US Route One	\$
US Route One @ Haigis Parkway	\$
Us Route One in Front of #397 (Corner of Rt One & Haigis Pkwy)	\$
Haigis Pkwy @ US Route One, Including Rose Beds Behind Curb; Both Sides	\$
Lincoln Ave Rose Beds Behind Curb; Both Sides	\$
Payne Rd @ Cabela's	\$
Payne Rd @ Cummings Rd	\$
Gorham Rd Traffic Islands	\$
Old County Rd	\$
Bette's Park, Route One	\$
Snowberry Park	\$
Total for All Islands	\$

TRAFFIC ISLAND WEEDING – EACH WEEDING

Southgate Rd @ US Route One	\$
US Route One @ Haigis Parkway	\$
Us Route One in Front of #397 (Corner of Rt One & Haigis Pkwy)	\$
Haigis Pkwy @ US Route One, Including Rose Beds Behind Curb; Both Sides	\$
Lincoln Ave Rose Beds Behind Curb; Both Sides	\$
Payne Rd @ Cabela's	\$
Payne Rd @ Cummings Rd	\$
Gorham Rd Traffic Islands	\$
Old County Rd	\$
Bette's Park, Route One	\$
Snowberry Park	\$
Total for All Islands	\$

☐☐☐ **NOTE: BID MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED MEMBER OR EMPLOYEE OF THE ORGANIZATION MAKING THE BID.**

SIGNED: _____ **DATE:** _____

COMPANY: _____
Corporation, Firm, or Company

ADDRESS: _____
Street/PO Box

City State ZIP

TELEPHONE :(_____) _____ **FAX:** (_____) _____

Email: _____

ITB 342024 Bidders List

Gilpatrick Property Services	504 Upper Guinea Rd Lebanon ME 04027	gilpatrickpropertysvcs@yahoo.com
Nature's Design Landscaping	63 Harding Bridge Rd Gorham ME 04038	dverr2@aol.com
Seabreeze Property Management	250 Riverside Ind Pkwy Portland ME 04103	lbishop@seabreezepropertyservices.com
JAS Contracting	6 First St Scarborough ME 04074	jsander801.js@gmail.com
Sullivan Landscapes	39 Westwood Ave Scarborough ME 04074	sullivanlandscapes@gmail.com