

TOWN OF LYMAN

11 So. Waterboro Rd Lyman, ME 04002
Tel: (207)-247-0642 FAX: (207)-499-7563

REQUEST FOR PROPOSALS WINTER MAINTENANCE – TRANSFER STATION FACILITY SNOW REMOVAL & SANDING

PROJECT TITLE: Winter Maintenance – Transfer Station Facility

PROPOSAL DUE DATE: September 3rd, 2024 by 1:00pm

Sealed bids will be opened on **September 3rd, 2024 during the Select Board meeting.**

CONTRACT PERIOD: Three (3) years (October 1, 2024 – October 1, 2027)

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1. INTRODUCTION

The Town of Lyman is requesting proposals from qualified Contractors to plow and sand/salt the Transfer Station facility located at 988 South Waterboro Rd Lyman, Maine.

The intention of this RFP is to solicit responses and formal proposals and select a single organization to provide services to the Town of Lyman.

The scope of work is as outlined in this request for proposal. This document does not commit the Town of Lyman to any contract for any service, supply, or subscription whatsoever. The Town of Lyman will not reimburse any information or administrative costs incurred as a result of participation in response to the RFP. All costs associated with response will solely reside at the responding party's expense.

Please submit your proposal in a sealed envelope to the Town of Lyman by September 3rd, 2024 by 1:00pm EST.

Proposals must be addressed to:

Town of Lyman, Select Board
RFP: Winter Maintenance – Transfer Station
11 South Waterboro Rd
Lyman, ME 04002

Please mark sealed proposals plainly "**RFP: Winter Maintenance – Transfer Station**". **Proposals will be opened publicly during the Select Boards regular meeting on September 3rd, 2024.** The Town will not except late bids.

Questions regarding this request for proposal should be directed to:

townmanager@lyman-me.gov

Or call the Town Manager Office: 207-247-0642

2. SCOPE OF WORK

- Plow and/or sand the Transfer Station yard associated work areas as needed to maintain access and safe conditions for the public, transfer station employees and trucks hauling waste and recycling materials. (Areas to be plowed/sanded include: Entrance/access road to the Transfer Station, the general yard area, including all paved surface areas, through area behind garage to recycling compactors). No areas unpaved, such as gravel road to the salt shed need to be plowed.
- Services to be provided when weather conditions warrant as agreed to upon contract and also upon request of Transfer Station personnel. (As a general standard, plowing is required when 3 inches or more of snow has accumulated. Sanding is required when the surface is slippery enough to cause walking or driving difficulties or otherwise unsafe conditions).
- Contractor shall be responsible for providing all equipment necessary to perform the work. Town will provide the sand/salt
- Contractor must provide proof of insurance coverage as per contract agreement, including a certificate naming the Town of Lyman as additionally insured.
- Contractor shall be responsible for prompt communications when called upon by Transfer Station personnel during winter/snow season.

The Lyman Transfer Station is located at 988 South Waterboro Road Lyman, Maine

Transfer Station hours are from 8:00am to 4:00pm on Saturdays, Sundays, and Thursdays, and Tuesdays from 8:00am to 12:00pm. During hours of operation, initial snow removal to commence at 3 inches and every 3 inches thereafter and will be completed 30 minutes before start of business and continue through business hours as necessary. After business hours, snow may accumulate to 6 inches and will be removed as necessary. Sanding will be to the bare lot.

Terms and conditions will be further defined in a formal contract.

Contractors will submit an all-inclusive, fixed price bid, including subcontractor costs, if applicable.

3. CONDITIONS & INSTRUCTIONS TO BIDDERS

- Bidders shall use the enclosed bid form and submit additional information/credentials attached with bid form.
- Proposals must include separate line-item costs for any or all the items outlined on the proposal form.
- Proposals must be completed in full and must be signed by a firm official or representative. Proposals may be withdrawn prior to the time set for the official opening. Request for withdrawn must be submitted in writing.
- Proposals will be opened publicly. Bidders or representatives may be present at opening.
- Issuance of this RFP and receipt of proposals does not commit the Town to award a contract. The Town reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the consultants/firms submitting an RFP, or to cancel all or part of this RFP.
- Please state **“RFP: Winter Maintenance – Transfer Station”** on submitted, sealed envelope.

- The Town of Lyman reserves the right to waive any formality and technicality, whichever is deemed best for the interest of the Town.
- The Select Board will review sealed bids in an open public meeting and may, at the boards' discretion, delay award pending further review. It should be noted that the contract resulting from this RFP will be awarded to the respondent whose proposal is determined to be in the "best interest" of the Town. Therefore, the proposal offering the lowest cost may not necessarily be the proposal that is selected for award.
- **RIGHT OF REFUSAL.** The Town reserves the right to: a) Reject any or all proposals, or to make no award. b) Select certain applications from the proposals. c) Require modifications to initial proposals. d) to make partial or multiple awards. e) award based on initial proposals received, without discussion of such proposals. f) invite selected vendors to make oral presentations to the evaluations team. Failure of a vendor to comply with the request for meeting may be grounds for bid rejections. g) excuse technical defects in a proposal when, in its sole discretion, such as excuse is beneficial to the Town.
- The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the Town of Lyman as an additional insured.
 - **Liability Insurance (Or Commercial Liability):** Contractor shall maintain general liability with a limit of not less than One Million Dollars (\$1,000,000), combined single limit.
 - **Automobile Liability Insurance:** Contractor shall maintain automobile liability insurance with a limit not less than One Million Dollars (\$1,000,000) combined single limit.
 - **Workers' Compensation:** Contractor will maintain workers' compensation in amounts required by Main law and Employer's Liability Insurance, as necessary, as required by Maine law. If in the event the contractor is not required to carry workers' compensation according to Maine law, then the contractor must provide the Town with an approved Independent Contractors Status from the State of Maine.
- The contract agreement will be for October 1, 2024 through October 1, 2027 and work will commence in 2024 as weather conditions dictate. **Years 2 and 3 of the contract are subject to appropriations approved by the Town.**

4. PRICING

Proposals will clearly state and explain all costs associated with the services provided. The Town of Lyman will not make any advance payments. Invoices for services performed shall be submitted monthly beginning no sooner than November. The Town will pay the contractor in equal payments on the first accounts payable warrant beginning November through final payment in April.

There is no expressed or implied obligation on the part of the Town of Lyman to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

5. SUBMISSION OF PROPOSALS

All proposals must be submitted in sealed envelopes, addressed to the Town of Lyman, Select Board and plainly marked **“RFP: Winter Maintenance – Transfer Station”**

Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for opening bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any unsolicited person or firm.

No electronically submitted proposals will be accepted in response to this request.

The Town Manager will serve as the single point of contact for this request. All official communication between the bidder and the Town upon release of this RFP shall be with the Town Manager. Any other communication will be considered unofficial and non-binding on the Town. However, bidders are encouraged to visit the Transfer Station and/or inquire about the scope of work, if necessary, to help submit an accurate bid.

Lindsay Gagne
Town Manager
11 South Waterboro Rd
Lyman, ME 04002
Tel. (207)-247-0642
email: Townmanager@lyman-me.gov

This RFP does not obligate the Town of Lyman to contract for services specified herein.

The Town of Lyman reserves the right to extend a contract for ongoing services without reissuing an RFP.

6. BID PROPOSAL FORM

Due: **September 3rd, 2024 by 1:00pm EST.**

To: Town of Lyman, Select Board
RFP: Winter Maintenance – Transfer Station
11 South Waterboro Rd
Lyman, ME 04002

Contractor must provide separate line item as outlined below:

Year 1 : (2024 – 2025) Plowing/Sanding Total cost \$_____

Year 2 : (2025 – 2026) Plowing/Sanding Total cost \$_____

Year 3 : (2026 – 2027) Plowing/Sanding Total cost \$_____

Additional Services/Fees, if applicable:

The undersigned individual/firm/business guarantees this price for sixty days (60) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the Town of Lyman.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Company _____

Name (print) _____ Telephone # _____

Title _____ Fax # _____

Address _____

Email Address _____

Web Site _____