

LONG CREEK WATERSHED MANAGEMENT DISTRICT

Request for Proposal – Sweeping Services

INTRODUCTION

The Long Creek Watershed Management District (LCWMD) is seeking proposals from qualified applicants to provide pavement sweeping services on a contractual basis under award by the LCWMD Governing Board. The LCWMD is a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and as a body corporate and politic under the laws of the State of Maine. The LCWMD was formed to provide the structure for the cooperative implementation of the Long Creek Watershed Management Plan. The Management Plan includes the Long Creek BMP Operation and Maintenance Plan that contains an annual, thorough sweep as one of minimum good housekeeping standards as well as a targeted sweeping program. The sweeping program will be overseen by LCWMD in cooperation with CCSWCD and the DEP.

Interested parties may request a Request for Proposals (RFP) from LCWMD c/o CCSWCD at 35 Main Street, Suite 3, Windham, ME; at the website: www.restorelongcreek.org; or by e-mail from tamara@cumberlandswcd.org. **Proposals are due by 4:00 p.m., September 17, 2010.**

Any late proposals will not be accepted and will be returned to the proposer. The LCWMD reserves the right to accept or reject any or all proposals.

The LCWMD Governing Board will base its selection on its evaluation of the written proposal, the consultant's qualifications and experience, client references and the overall fee structure.

Proposals must be received by the LCWMD c/o CCSWCD at 35 Main Street, Suite 3, Windham, ME on or before **4:00 PM, September 17, 2010**. Proposals must be sealed and clearly marked, "Sweeping Services for the Long Creek Watershed Management District". Respondents must submit **an original proposal and two (2) copies.**

Miscellaneous Requirements: The LCWMD will not be responsible for any expenses incurred in preparing, submitting or presenting a proposal. Emphasis should be on completeness and clarity of content.

The LCWMD reserves the right to waive any informalities in proposals, to accept or reject any or all proposals for any reason, to negotiate with any applicant and to select an applicant deemed to have submitted a proposal that in the judgment of the LCWMD Board is in the best interest of the LCWMD.

Proposals may be held by the LCWMD for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the applicants prior to the award of a contract.

THE PROPOSAL REQUIREMENTS

Scope of Sweeping Services Required per RFP

The sweeping program has two components. The first, or targeted program, has identified the need to vacuum sweep all curbed roads and high deposition curbed parking surfaces a minimum of four times per year from April – November (more frequently based on funding and observed effectiveness). There is an estimated 100 acres of pavement to be swept in this component of the program. The second component includes the annual sweeping of approximately 200 acres of non-targeted pavement on an annual basis as soon as possible after snow melt. The first sweeping to be conducted under this contract will be a year end, after the leaf drop event, in November of 2010 that will include the 300 acres of (targeted and non-targeted) pavement.

The successful applicant will need to supply an hourly rate and estimated hours for each of the following:

- to sweep 300 acres of targeted and non-targeted pavement in November 2010;
- to complete clean up¹ and sweeping of 300 acres of targeted and non-targeted pavement in spring of 2011 and 2012;
- to complete sweeping of 100 acres of targeted pavement three times between spring sweeping and November for the years 2011 and 2012.

Equipment required under this contract must meet the following minimum specifications:

- Pure vacuum or regenerative air sweeper
- Overall pick-up performance exceeding 93%
- Pick-up performance efficiency exceeding 90% for particle size ranging 63 – 250 microns
- Minimum hopper size of 3 cubic yards

Other requirements:

- Solids handling plan.
- Traffic control devices shall be in accordance with the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).
- Maximum sweeping speed of three miles per hour.
- Off hours work or as designated by landowner(s).

For the purposes of this RFP, all material should be designated for disposal via asphalt batching at Commercial Paving in Scarborough. Submittal of tonnage slips from the entity accepting the material will be required as part of the monthly pay requisition.

When working within a public right of way, the Contractor shall supply and maintain all traffic control devices necessary to complete the work. The Contractor's operations shall be in accordance with the latest version of the MUTCD and local ordinances. The LCWMD shall not be responsible for any additional cost for traffic control. All costs associated with traffic control shall be considered incidental to the contract hourly rate

¹ It is anticipated that prior to each of the spring sweeping events, an overall spring clean-up will need to be conducted.

This is the kick off year of this sweeping program. As such, some of the methods, parameters and specifications may change to accommodate new and better approaches. We welcome applicant input as part of your proposal.

Qualifications and Experience of Applicant

The proposal must identify who will be providing sweeping services to the LCWMD and include specifications on the equipment proposed. The proposal should demonstrate the qualifications, competence and capacity of the applicant to carry out the sweeping and clean-up services as specified.

Client references

Provide list of references with addresses and phone numbers who may be contacted by the LCWMD in connection with the proposal.

Contract for Services

The applicant that is selected by the LCWMD will be required to sign a contract that is provided as Appendix A. The contract duration will be for three (3) years beginning November of 2010 with the first sweeping event.

LCWMD will entertain proposals for payment of the sweeping work specified under this RFP only on an hourly basis as specified under “Scope of Sweeping Services Required per RFP” section above. Proposer shall submit maximum hours for each of the sweeping and clean up events, which could be exceeded only with the prior written approval of the Executive Director. Itemized bills including the date, time and description of service, person/equipment providing the service, the associated hourly rate and the tonnage slips from CPRC will be required to be submitted prior to payment. Such bills shall be submitted on a monthly basis.

Selection Process

Proposals shall be reviewed by the LCWMD Executive Director and select members of the LCWMD Board. The Executive Director shall make a recommendation to the LCWMD Board, who shall make a final selection.

SWEEPING SERVICES AGREEMENT

THIS Sweeping Services Agreement (the “Agreement”) is entered into this ____ day of _____, 20____, by and between _____, a sole proprietorship/partnership/corporation/limited liability company (choose one) duly organized and existing under the laws of the State of _____ whose mailing address is _____, _____ (the “Contractor”) and the **Long Creek Watershed Management District**, a quasi-municipal, special purpose district established as a separate legal entity and instrumentality and as a body corporate and politic under the laws of the State of Maine (“LCWMD”). The foregoing also are referred to herein collectively as the “Parties” or singly as “Party.”

WITNESSETH:

WHEREAS, LCWMD has issued a Request for Proposals for Sweeping Services (as defined below);

WHEREAS, after review of the Proposals, **LCWMD** has determined that the **Contractor** has the requisite equipment, labor and knowledge to perform the Sweeping Services needed by **LCWMD**; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein made by each Party to the other, the Parties agree as follows:

1. CONTRACTOR’S RESPONSIBILITIES.

1.1 Sweeping Services. **Contractor** shall furnish Sweeping Services to **LCWMD** for the Long Creek Watershed in accordance with the Request for Proposals issued attached hereto as Exhibit A to this Agreement and in accordance with the **Contractor’s** Proposal attached hereto as Exhibit B to this Agreement, both of which hereby are incorporated into this Agreement (together, the “Sweeping Services”).

1.2 Contractor shall perform the Sweeping Services in a good workmanlike manner. **Contractor** shall be responsible for the professional quality, timely completion, and the coordination of Sweeping Services furnished by **Contractor** under this Agreement.

1.3 Contractor warrants. Contractor warrants:

A. That it will furnish all vehicles, materials, supplies, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Sweeping Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Sweeping Services and is able to furnish the appropriate vehicles, materials, supplies, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Sweeping Services.

D. That it has carefully examined the Request for Proposals and this Agreement and has conducted its own investigation of the nature and location of the Sweeping Services, the character of equipment and personnel needed to perform the Sweeping Services and all conditions which may in any way affect the performance of the Sweeping Services.

E. That any increase in **Contractor's** costs during the term of this Agreement shall be the sole responsibility of **Contractor**.

2. TERMS OF AGREEMENT.

2.1 Term. This Agreement is for a term of three (3) years commencing on the date of execution of this Agreement by **LCWMD**.

2.2 Payment.

A. **LCWMD** shall pay **Contractor** for the performance of Sweeping Services under this Agreement on the basis of the hourly rates for sweeping services and clean up services specified in **Contractor's** Proposal attached hereto as Exhibit B. Provided, however, that the payment shall not exceed the amount of \$_____ to sweep 300 acres of targeted and non-targeted pavement in November 2010; \$_____ to complete spring clean up and \$_____ to complete sweeping of 300 acres of targeted and non-targeted pavement in spring of 2011 and 2012; and \$_____ to complete sweeping of 100 acres of targeted pavement three times between spring sweeping and November for the years 2011 and 2012.

B. No later than the 10th day of each month, **Contractor** shall submit for **LCWMD's** approval an invoice for payment for the Sweeping Services performed by **Contractor** hereunder during the previous month. **LCWMD** shall pay **Contractor** approved amounts within thirty (30) days of receipt of the invoice by **LCWMD**. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

3. TERMINATION.

3.1 **LCWMD** may terminate this Agreement for cause or convenience.

A. Termination for cause. Without prejudice to any other right or remedy, **LCWMD** may terminate this Agreement for cause by providing **Contractor** with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of **Contractor** as a bankrupt; the making of a general assignment by **Contractor** for the benefit of its creditors; the appointment of a receiver because of **Contractor's** insolvency; **Contractor's** persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly-skilled workers or proper materials to perform the Sweeping Services; **Contractor's** persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and **Contractor's** substantial violation of any provisions of this Agreement. In the event of a termination for cause, **Contractor** shall not be entitled to receive any further payment under this Agreement from the date of receipt of said written notice of termination.

B. Termination for convenience. Further, **LCWMD** may terminate this Agreement for convenience upon thirty (30) days' written notice of termination to **Contractor**, in which case **LCWMD** shall pay **Contractor** for all Sweeping Services satisfactorily performed and materials purchased up to the date of receipt of such written notice of termination by **Contractor**. In the event that **LCWMD** terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

4. INSURANCE AND INDEMNIFICATION.

4.1 Insurance. Except as otherwise provided by this Agreement, **Contractor** and its subcontractors and consultants, if any, shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of Sweeping Services under this Agreement, at no expense to **LCWMD** or to the Long Creek Watershed Landowners who enter into an "Agreement Between Participating Landowner and the Long Creek Watershed Management District" (the "Participating Landowners"), the following insurance coverages:

A. **Commercial General Liability Insurance** in the amount of not less than Two Million Dollars (\$2,000,000), combined single limit, to protect the **Contractor**, any subcontractor performing Sweeping Services under this Agreement, Participating Landowners and **LCWMD** and their respective directors, officers, managers, members, agents and employees from claims and damages that may arise out of, be caused by or result from the performance of Sweeping Services under this Agreement, whether by **Contractor** or by a subcontractor or by anyone directly or indirectly employed by them.

B. **Automobile Liability Insurance** in the amount of not less than Two Million Dollars (\$2,000,000), combined single limit, to protect the **Contractor**, any subcontractor performing Sweeping Services under this Agreement, Participating Landowners and **LCWMD** and their respective directors, officers, managers, members, agents and employees from claims and damages that may arise out of, be caused by or result from the performance of Sweeping Services under this Agreement, whether by **Contractor** or by a subcontractor or by anyone directly or indirectly employed by them.

C. Workers' Compensation Insurance in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law.

D. All such insurance policies shall name Participating Landowners, **LCWMD** and their respective directors, officers, managers, members, agents and employees as additional insureds, except for workers' compensation insurance. **Contractor**, prior to commencement of Sweeping Services under this Agreement, and any of its subcontractors, prior to commencement of Sweeping Services under any subcontract, shall deliver to **LCWMD** certificates satisfactory to **LCWMD** evidencing such insurance coverages, which certificates shall state that Contractor and its subcontractors must provide written notice to **LCWMD** 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 **LCWMD** prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. **Contractor** shall not commence Sweeping Services under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by **LCWMD**, nor shall **Contractor** allow any of its subcontractors to commence Sweeping Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by **LCWMD**. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the Parties or **Contractor's** commencement of Sweeping Services hereunder.

4.2. Indemnification. **Contractor** agrees to defend, indemnify, and hold harmless Participating Landowners, **LCWMD** and their respective directors, officers, managers, members, agents and employees harmless from any claim(s), cause(s) of action, liability or expense, including, without limitation, costs and reasonable attorney's fees, for personal injury (including death) and/or property damage caused by, related to, arising out of or resulting from the error, act or omission of the **Contractor's** performance of Sweeping Services under this Agreement by **Contractor**, its subcontractors, agents or employees. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of **Contractor** or of a subcontractor. In claims against any person or entity indemnified under this Section by an employee of **Contractor**, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for **Contractor** or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. **Contractor** expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision.

5. MISCELLANEOUS PROVISIONS

5.1 Notices. All notices, demands or other communications made pursuant to this Agreement shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To CONTRACTOR:

To LCWMD:

Long Creek Watershed Management District
c/o Cumberland County Soil & Water Conservation District
35 Main Street, Suite 3
Windham, Maine 04062
Attention: Executive Director

5.2 Entire Agreement, Modifications. This Agreement and the Exhibits A and B attached hereto and hereby incorporated constitute the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. This Agreement cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.

5.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Agreement.

5.4 Severability. If any section, term, covenant, or condition of this Agreement or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

5.5 Governing Law, Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between **LCWMD** and **Contractor** arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction.

5.6 Compliance with Applicable Laws. Contractor agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Sweeping Services under this Agreement.

5.7 Assignment; Successors and Assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be

unreasonably conditioned, delayed or withheld. This Agreement shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.

5.8 Subcontracts. The **Contractor** shall not sublet any part of this Agreement without the prior written permission of **LCWMD**. The **Contractor** agrees that it is fully responsible to **LCWMD** and to the Participating Landowners for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

5.9 Force Majeure. Provided such Party gives written notice to the other of such event, a Party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such Party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

5.10 Non-Waiver. Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Sweeping Services Agreement to be executed by their duly authorized representatives as of the date first set forth above.

CONTRACTOR

By: _____

Signature

Print Name

Its: _____ (Title)

LONG CREEK WATERSHED MANAGEMENT DISTRICT

By: _____

Signature

Print Name

Its: _____ (Title)