



The City of Bath is accepting written proposals for the Parks and Recreation Department's CEMETERY GROUNDS MAINTENANCE. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City of Bath is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Bath prior to the City entering into any contract agreement.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly:

“CEMETERY GROUNDS MAINTENANCE BID 2025”

Questions regarding this Request for Bids should be directed to Steve Balboni, Director Parks & Recreation, at 207-443-8360. Please submit your proposal to the City of Bath by 2:00 p.m. Tuesday, March 25, 2025. Proposals will be opened at 2:00 p.m. Proposals must be delivered to Steve Balboni, Director Parks & Recreation, 55 Front St, Bath, ME 04530 on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".

3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal must be notarized prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Bath.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. Please state "CEMETERY GROUNDS MAINTENANCE BID 2025" on submitted, sealed envelope.
11. The City of Bath reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Bath.
12. The City of Bath may reduce the number of units purchased pursuant to overall prices.
13. Bidder will clearly outline all options that are included in the bid price.

GENERAL CONDITIONS

1. EQUAL EMPLOYMENT OPPORTUNITY The City of Bath is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Bath.

2. SAVE HARMLESS The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. SUBCONTRACTING The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. WARRANTY The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be

considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

5. SAFETY The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall comply with MUTCD standards for work signs and with OSHA for employee highway safety equipment. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- All employees and others on or near the work site.
- Materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury, or loss. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees or subcontractors, regardless of fault. Failure of the Contractor to remedy the damage or loss promptly shall entitle the City, to remedy the damage or loss, and to obtain reimbursement for said costs of remedying, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees directly from the Contractor, or by reducing payment by the amount of damage costs caused by the Contractor

6. INSURANCE

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the City of Bath as additional insured. Certificate of such insurance shall be filed with the City within 7 days of Notice of Award. Notice to Proceed will not be issued until the Certificate of Insurance is filed to the satisfaction of the Director. Contractor, at its own expense, shall maintain the following minimum insurance policies:

1. Workers' compensation insurance, occupational disease, employer's liability, disability benefit, and other similar employee benefits required by the State of Maine.
2. Commercial general liability insurance including Contractor's protective and contractual liability with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, including death, and property damage.
3. Business comprehensive automobile liability and insurance protection for motor vehicles used by Contractor either on or away from the site with a combined single limit of \$1,000,000 per occurrence for bodily injury, including death and property damage. The policy shall include coverage for all owned and hired motor vehicles.
4. Property insurance provides coverage for all tools and equipment used in the work specified.
5. The contractor shall furnish City of Bath a certificate of insurance as evidence of the coverage.
6. The Contractor shall provide a performance bond to ensure satisfactory adherence to the contract specifications, workmanship, and completion of the project.

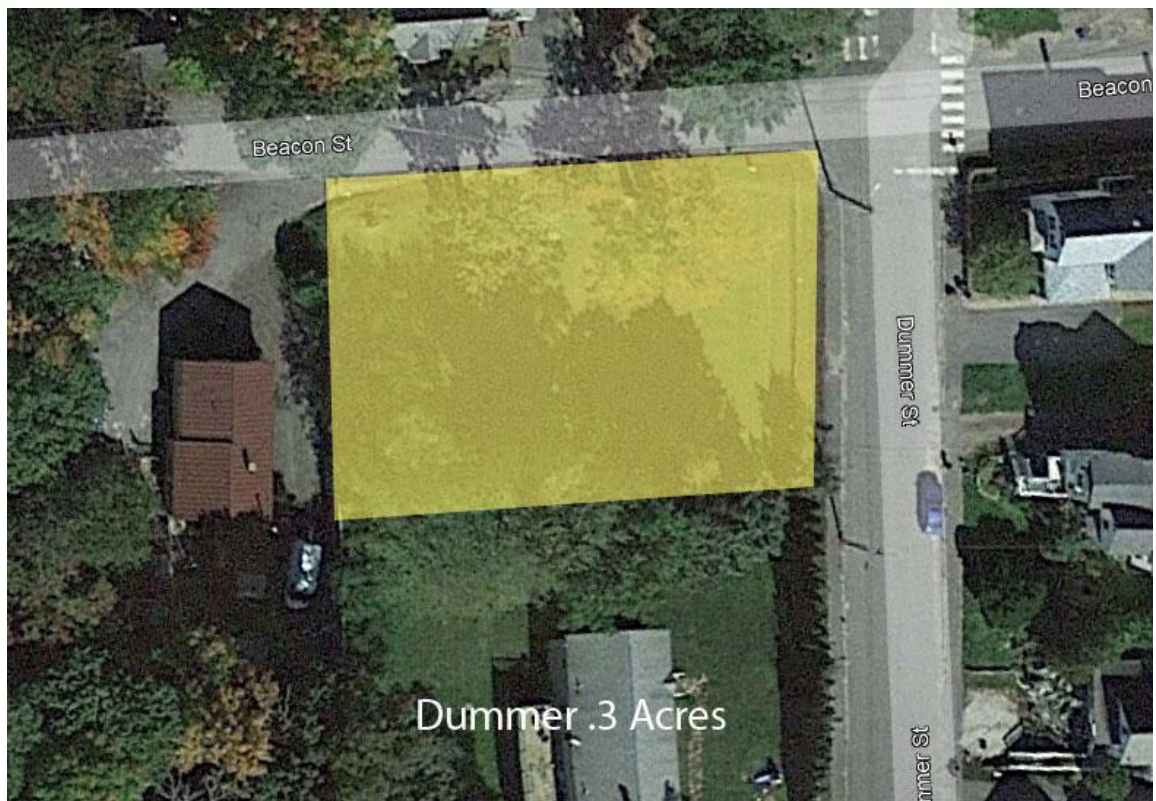
The Contractor shall provide a payment bond to ensure the payment of any and all materials, contractors and subcontractors associated with the project

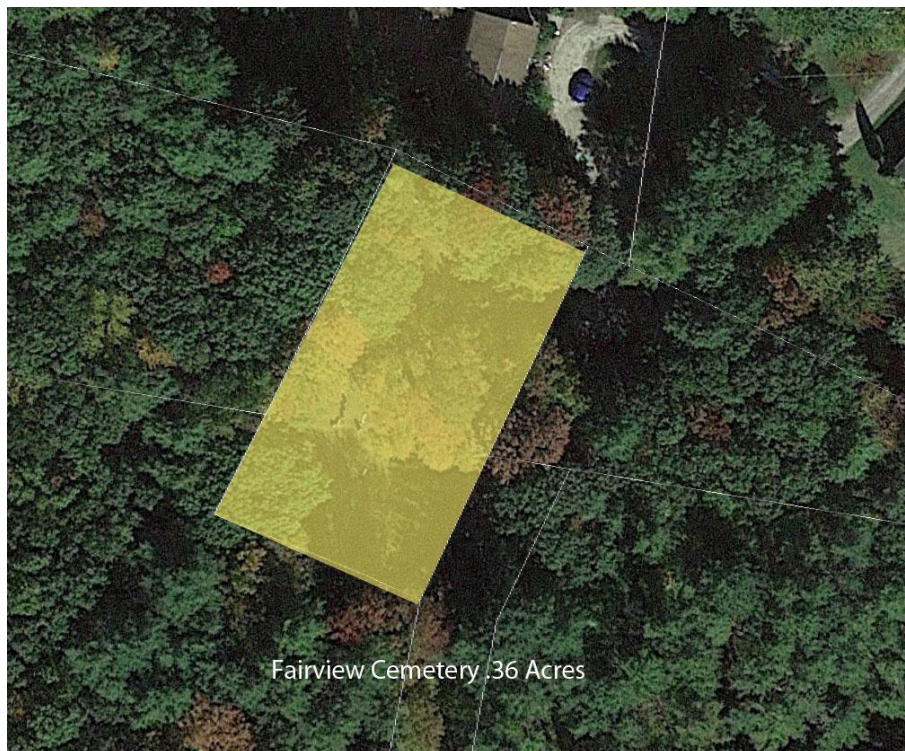
SCOPE OF WORK The City of Bath intends to use contractual services to perform required and elective lawn and grounds maintenance services at the following locations:

Location	Address	Acreage	Service Frequency
Calvary Cemetery	Upper High Street	5	Biweekly
Sewall Cemetery	Beacon & Dummer St.	0.3	Monthly
East Oak Grove	65 Oak Grove Ave	7.5	Biweekly
Fairview	Fairview Ln Winnegance ME	0.36	Monthly
Lettered Section of Oak Grove	Oak Grove Ave	10	Biweekly
Main Yard Oak Grove	Oak Grove Ave	14.5	Biweekly
Maple Grove Cemetery	1 Oak Grove Ave	10	Biweekly
South Side Cemetery	Old Brtunswick Rd	9.5	Biweekly
Trufant Burial Ground	Corner Middle & Spring Sts	0.13	Monthly

[City of Bath, ME](#)







Fairview Cemetery .36 Acres



Lettered 10 Acres







South 9.5 Acres



The objectives to be achieved by the CONTRACTOR are as follows:

- Initial Spring Clean-up
- Mowing and trimming all grass.
- Removal of all grass clippings from all headstones, gravesite bases and greenspace areas.
- Bagging of excess grass clippings, as needed.
- Preservation of headstones from damage.
- No dumping of grass clippings or debris will be allowed in any of the cemeteries.

The CONTRACTOR shall provide all labor, materials, equipment and the maintenance thereof, fuel and oils, etc. necessary to complete the job in a timely fashion. All costs associated with the performance of the contract shall be the sole responsibility of the CONTRACTOR and shall be reflected in a "Lump Sum" (LS) cost per occurrence.

WORK TO BE PERFORMED

The Contractor's Scope of Work for this Project includes the following work elements:

1. Biweekly/Monthly mowing of entire cemetery facility including removal of tree branches, sticks, trash, debris etc. as needed. (lump sum unit cost)
2. Biweekly/Monthly trimming of entire cemetery facility including gravesites and headstones. (maps attached) (lump sum unit cost)
3. Initial Spring Clean-up of entire cemetery facility.
4. Fall Clean-up of entire cemetery facility.

All work shall be done at such times as the Contractor and City of Bath shall deem appropriate. Weekly work schedule will be coordinated by the Parks & Recreation Department. Work shall not begin in any area without specific notification of, and approval by the City.

PROGRAM MANAGEMENT

The Cemetery Grounds Maintenance Contract shall be managed by the Parks & Recreation Department of the City of Bath. It is expected that informal weekly progress and facilitation meetings will be held with the Contractor, and that a formal concise written progress report may be required from the Contractor on a no more frequent than biweekly basis in a format determined by the Parks & Recreation Director or his designee.

SCHEDULE

The City of Bath intends to have this work performed from May 12, 2025, to October 10, 2025, during the growing season.

PROPOSAL EVALUATION CRITERIA

The City of Bath will evaluate proposals and select a contractor based on a combination of the following factors:

- Qualifications and relevant experience of the firm.
- Qualifications and relevant experience of the firm's proposed staff.
- Quality of references from similar work completed recently.
- The extent to which the proposed solution matches the needs of the City of Bath.
- Reasonableness of cost of associated services requested.

REQUIREMENTS AND FORMAT OF THE PROPOSAL

Contractors responding to this RFP shall submit their proposals, organized and presented as outlined below. Accuracy and completeness are essential. Since the successful proposal will be incorporated into

the contract, contractors are cautioned not to make claims or statements to which they are not prepared to commit to contractually. The Contractor must provide the following with the proposal:

- Business Name, Contact Information, Owner(s)
- Short History of Business (existing customers, experience, specialties, etc.)
- Proof of Commercial Liability Insurance (listing of City as additional insured will be required)
- List of equipment to be used in performance of specified work

LETTER OF TRANSMITTAL

The Proposal must consist of a letter of transmittal signed by an individual authorized to bind the Contractor contractually. It shall:

- Concisely identify the services offered in the proposal.
- State that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.
- Include the name, title, address, telephone number and email address of one or more contact individuals.
- Include the name, title, address, telephone number and email address of one or more individuals who are authorized to sign a contract.

UNDERSTANDING OF THE SCOPE OF WORK

In this section, Contractor should notify the City of Bath of any potential difficulties that might arise in implementing the work. The City encourages prospective contractors to field inspect the site to independently verify field conditions, terrain, acreage and other items necessary to provide an accurate estimate.



BID PROPOSAL FORM

TO: Steve Balboni, Parks & Recreation
55 Front Street
City of Bath
Bath, Maine 04530

BID INFORMATION

- A. Bidder: _____
- B. Project Name: **CEMETERY GROUNDS MAINTENANCE**
- C. Project Location: Cemeteries, various locations, Bath, Maine
- D. Owner: City of Bath, 55 Front Street, Bath, Maine

[illegible]

CERTIFICATIONS AND BID(S)

The undersigned individual/firm/business guarantees this price for thirty days (30) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, or 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 City of Bath, Maine. 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) _____ Title _____

Phone Number _____ Address _____

Email Address _____

TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Project Documents on a date specified in a written Notice to Proceed to be issued by the Director.
- B. The undersigned Bidder affirms they are able to meet the schedule outlined in the Request for Proposal. If Bidder CANNOT meet the Final Completion Dates outlined in RFP, please indicate proposed schedule below:

Proposed Final Completion Date: _____