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District 2*

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## COUNTY OF YORK

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Finance Director*

*Linda M. Corliss  
Human Resource Director*

*Frank P. Wood  
Treasurer*

*Rose M. Leeman  
Deputy Treasurer*

### ***Request for Proposal***

*The County of York invites you to submit a proposal to furnish all labor, materials, equipment and transportation necessary to perform all operations for outside maintenance for the following locations:*

York County Government Building  
149 Jordan Springs Road  
Alfred, Maine. 04002

York County Courthouse  
45 Kennebunk Road  
Alfred, Maine, 04002

***Bids due: April 15, 2015 by 3:00pm.***

### ***Contract Term:***

Term of the contract will be from May 1, 2015 through November 1, 2017.

### ***Services:***

The selected Contractor agrees to complete the following tasks at both properties:

- Weekly mowing and trimming
- Mulching of gardens
- Spring cleanup
- Fall cleanup

- Garden maintenance-monthly/pruning and weeding
- Fertilization (5) step program w/grub application and lime
- Parking lots shrub maintenance

***Independent Contractor:***

You and your agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the County. Any manpower needed to fulfill the obligation of this contract shall be employed by you and you shall be solely responsible for complying with applicable state and federal laws including but not limited to worker's compensation law, employment security law and minimum wage law.

***Maintenance Requirements:***

As an independent contractor, you are responsible for maintaining your equipment in a safe, operable and legal condition.

***Insurance requirements:***

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Maine. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Maine.

No work under this contract shall be started or performed until the successful bidder has obtained and provided the County of York with proof of insurance for the following types and minimum amounts of coverage;

1. Worker's Compensation and Employer's Liability coverage, as required by the State of Maine. Worker's Compensation coverage shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$500,000.00 per accident for bodily injury by accident; \$500,000.00 policy limit by disease; and \$500,000.00 per employee for bodily injury disease.
2. Contractor's General Liability coverage for bodily injury, personal injury, sickness or disease, and death in connection with the performance of this work for a limit of not less than \$1,000,000 for damages or injuries to more than one person and for a limit of not less than \$1,000,000 for damages or injuries to more than one person in any one occurrence.
3. Contractor's General Liability coverage for property damage for all damages or injuries or destruction of property to include, but not limited to, general liability, completed operations, explosions, collapse hazards, underground hazards, environmental pollution hazards for a limit of not less than \$1,000,000 for any one occurrence.
4. Automobile Liability coverage to include all owned, rented, leased or hired vehicles in a minimum amount of \$1,000,000 for each occurrence.

***A Certificate of Liability Insurance listing each of the required types of coverage shown above must be issued to the County. The Certificate of Liability Insurance must name the County of York and its officers, officials and employees as additional insured for the duration of this***

***contract and must also indicate that the contractor's insurance is primary. In the event that the contractor fails to maintain or renew insurance coverage during the period of the contract, the County may cancel the contract at that time without any prior notification. No insurance policy issued for this contract may be allowed to expire prior to the completion of this contract without first providing the County with at least 30 days advance notice of the expiration by certified mail. The contractor shall require any and all subcontractors performing work on this contract to provide and maintain insurance coverage of the minimum amounts specified during the period of the work.***

***Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from his performance and completion of this work.***

***Breach of Contract:***

If you fail to perform according to the terms of this contract at the time and in the manner specified, that failure shall be a breach of contract.

***Indemnification:***

You agree to hold the County harmless from any claim for death, injury, property damage or other loss which may result from your performance of snow plowing/removal under this contract. In the event that such a claim is made against the County, you will defend the County, and you will pay any amount (indemnify) for which the County may be held liable in a legal action for such claims.

***Payment schedule:***

Monthly payments TBD

***Amendment, Severability:***

This contract can be amended only by written consent of the County and you.