CITY OF THOMASVILLE

CEMETERY MAINTENANCE

RFP # 2020-005

CEMETERY MAINTENANCE
SPECIFICATIONS & CONTRACT
CEMETERY MAINTENANCE

SPECIFICATIONS & CONTRACT

CEMETERY MAINTENANCE

Owner:
CITY OF THOMASVILLE, GEORGIA
PROPOSAL PACKAGE

CEMETERY MAINTENANCE

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REQUEST FOR PROPOSAL

CEMETERY MAINTENANCE

1.1 Introduction

This Request for Proposal ("RFP") is issued by CITY OF THOMASVILLE, GEORGIA ("Owner"), to solicit competitive proposals for Cemetery Maintenance of the five cemeteries within the city limits of Thomasville, Georgia. The RFP includes complete Bidder's instructions, a detailed scope of work, proposal forms.

1.2 Service Agreement Term

Owner and the selected Cemetery Maintenance Contractor ("Contractor") will execute a Service Agreement for a term of one (1) year. At the option of the City of Thomasville, there will be a maximum of four additional (4) renewals. The Contract term will begin January 1, 2021 and will be a one year contract.

Extension of Contract

This contract may be extended by Owner for four (4) additional one-year (1-year) periods only under the terms and conditions of the original contract except as stated in item 1 below. Such written notice shall be given 90 days prior to the expiration date of each contract period.

1.3 Bidder Instructions

Sealed proposals are invited for all work as defined, suggested, or implied in the attached Service Agreement, entitled "CEMETERY MAINTENANCE” in THOMASVILLE, GEORGIA, as well as any addenda issued to Bidders prior to the submission of proposals.

This RFP does not guarantee that a Service Agreement will be awarded. The Owner reserves the exclusive right to reject any or all proposals, in whole or in part, that it deems to be in the best interest of the Owner, and to waive any formalities or technicalities in any proposal received. The Owner reserves the right to request modification of any or all proposals. The Owner does not represent that it intends to accept the lowest price Proposal; award will be made to the lowest price Bidder that Owner deems to be qualified. The Owner reserves the right to award by items, groups of items, or total Proposal.

Proposals may be held by the Owner for a period not to exceed 70 days from the date of submittal for the purposes of reviewing the proposals and investigating the qualifications of the Bidders, prior to executing the Cemetery Maintenance Service Agreement.
1.4 Proposal/RFQ Preparation

This RFP includes a complete set of Proposal Forms (see Exhibit “B” of the Service Agreement) which are for the convenience of the Bidders and are to be filled out and executed completely.

As part of the bidding process, Contractor shall complete a Request for Qualifications (RFQ), which must be furnished simultaneously with the delivery of the Proposal.

Failure to supply any requested information may result in disqualification. The Owner reserves the right to request additional information if clarification is needed.

1.5 Proposal/RFQ Delivery

Proposals will be received by the Owner no later than 10:00 a.m. on September 8, 2020, at which time all proposals shall be publicly opened with participant names called only.

Please submit two (2) copies of proposal to:

PURCHASING DEPARTMENT  
City of Thomasville  
Purchasing Department  
111 Victoria Place  
Thomasville, Georgia 31792  
RFP #2020-005  
Attention: Anthony Choice

All completed Proposal Forms and Addenda shall be submitted in a sealed opaque envelope which states on the outside: "SEALED PROPOSAL FOR THE CEMETERY MAINTENANCE." Proposals communicated by Bidders orally, electronically or via facsimile will be rejected.

No proposals will be accepted after the above stated time.
1.6 Opening Proposals

All proposals received prior to the scheduled opening time will be securely kept until the time and date stated above for opening the proposals at which time all proposals will be publicly opened with participant names called only.

1.7 Interpretation and Addenda

No oral interpretations will be made to any Bidder as to the meaning of the Service Description and Specifications (see Service Agreement – Exhibit “A”). Interpretations, if made, will be written in the form of an addendum and sent to all Bidders on the contractor list.

1.8 Examination of the Sites

Each Bidder shall visit the sites and thoroughly familiarized itself with all conditions pertinent to the work in total as is indicated in the Service Description and Specifications (see Service Agreement – Exhibit “A”).

No additional compensation nor relief from any obligations of the Service Agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, any obstructions, drainage conditions and the actual grades.

1.9 Insurability and Bondability

Each Bidder shall supply with its proposal, evidence of insurability and/or bondability commensurate with the requirements specified in the Service Agreement (see Article Three – Warranties, Liabilities, Indemnities, Insurance, Bonds).

1.10 Proposal Duration

The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the Proposal Delivery Date (see Section 1.5, Proposal Delivery). During this time, all provisions of the Proposal must be in effect, including prices.

1.11 Pricing Instructions

Bidders shall submit their price information on the "Summary Proposal Form" and the "Itemized Proposal Forms" (see Service Agreement – Exhibit “B”) with all blank spaces completed. Bidders shall also sign the Summary Proposal Form and complete the Bidder name and address information.

Each line item price identified on all Itemized Proposal Forms (see Service Agreement – Exhibit “B”) shall be clearly stated and cover all charges (including incidental expenses, applicable taxes, insurance, overhead and profit.)
Each line item price shall identify, in each case, the amount which is to be added or deducted from the Total Proposal Price amount.

1.12 Substitutions

Bidders will not be allowed to make any substitution(s) in materials, quantities or frequencies during the Proposal process. Bidders shall complete the Summary Proposal Form and Itemized Proposal Forms (see Service Agreement – Exhibit “B”) using the quantities identified.

1.13 Price Guarantee

Contractor agrees that its pricing to the Owner shall not increase throughout the term of this Service Agreement.

1.14 Contractor Resume

Each Bidder shall submit with its proposal a complete resume of experience and qualifications. The information shall include at least the following: years the Bidder's company has been in business, customer references for comparable jobs, their total acreage area maintained and approximate dollar value. Bidder shall have a minimum of two (3) years lawn care maintenance experience.

1.15 Signature and Legibility

The name, address and signature of the Bidder and the price information shall be clearly and legibly written on the Summary Proposal Forms and Itemized Proposal Forms (see Service Agreement – Exhibit “B”). Bidder's Proposal shall be signed by a person legally authorized to bind the Bidder to a contract.

1.16 Inspection of Contractor's Facilities

Owner may, upon selecting a Contractor for this work, within 10 days send his representative(s) to visit the Contractor's facilities before executing a Service Agreement.

1.17 Material Quantities

It is the Contractor's responsibility to confirm all material quantities.

1.18 Maintenance Personnel Uniforms

All laborers and foremen of the Contractor shall perform all work on the premises in a uniform to be designed by the Contractor. The Contractor shall have a reasonable time within which to obtain uniforms for new employees. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. Worn and tattered uniforms shall be promptly replaced.
1.19 Maintenance Personnel Behavior

No smoking in or around the building(s) will be permitted. Rudeness or discourteous acts by Contractor employees towards tenants, guest, management, etc will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

1.20 Safety

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor’s work under this agreement, utilizing safety equipment such as bright vests, traffic cones, etc.
CEMETERY MAINTENANCE – SERVICE AGREEMENT

This Service Agreement is made and entered into this __________ day of __________, 2020, by and between the Property Owner, THE CITY OF THOMASVILLE, GEORGIA ("Owner"), located at 111 Victoria Place, Thomasville, Georgia 31792 and ____________________________ ("Contractor") located at ____________________________, Owner and Contractor being collectively referred to as the "Parties". Owner's property to be maintained by Contractor is located in Georgia. The Owner’s Representative is the Public Works Director or his designee.

ARTICLE ONE – STATEMENT OF INTENT

Contractor is hereby made aware that the Owner anticipates that the landscape maintenance at the sites referenced herein shall be of the very highest quality. All work to be performed within the scope of these specifications shall be strictly managed, executed, and performed by experienced personnel.

ARTICLE TWO – SCOPE OF WORK

The Cemetery Maintenance (as defined in the Service Agreement – Exhibit “A” "Service Description and Specifications") will be performed by the Contractor. These Specifications include the complete care and guarantee, as defined within these specifications, of all planted trees, plants, groundcovers, and lawn areas within the limits of the work areas of Laurel Hill Cemetery, Peaceful Rest Cemetery, Magnolia Cemetery, Flipper Cemetery and the Old Historic Cemetery within the City Limits of Thomasville, Georgia.

Contractor shall provide all materials, equipment, and labor required and/or inferred to perform all tasks identified to the specifications and frequencies described in Exhibit “A”.

Owner reserves the right to modify the scope of work (i.e., the quantity or type of materials used, the frequency of performance, etc.)
ARTICLE THREE – WARRANTIES, LIABILITIES, INDEMNITIES, and INSURANCE

3.1 Warranties

Contractor warrants that work performed and all goods delivered under this Service Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. Contractor further warrants that all work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship.

By executing this Service Agreement, Contractor represents that he has examined carefully, all the contract documents acquainted with the premises where the work is to be performed and all conditions relevant to the work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the work. Contractor acknowledges that the contract documents are sufficient for the proper and complete execution of the work.

3.2 Liabilities

It is the responsibility of the Contractor to notify the Owner in writing of any conditions beyond the control of the Contractor or scope of work.

3.3 Indemnification

Contractor will indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and anyone directly or indirectly employed by the Contractor for whose acts any of them may be liable.

In any and all claims against the Owner, or any of their agents or employees, by an employee of the Contractor or anyone directly or indirectly employed by the Contractor for whose acts any of them may be liable, the Indemnification obligation shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the Contractor under Worker’s Compensation Acts, Disability Benefit Acts or other Employee Benefits Acts.

3.4 Safety

Contractor shall maintain an adequate safety program to ensure the safety of Contractor’s employees and any other individuals working under this agreement. Contractor shall comply with all applicable OSHA standards.

Contractor shall take every precaution at all times for the protection of all persons and property affected by Contractor’s work under this agreement.
3.5 **Insurance**

The successful Contractor shall not commence work under this contract until all insurance requirements described below have been obtained and such insurance has been approved by the Owner.

The City of Thomasville requires that The City of Thomasville, Georgia be listed on each of the insurance policies as “additional insureds”. This inclusion must appear on the certificates that are provided to the Owner. The insurance certificate shall include the following statement:

**The City of Thomasville, Georgia is included as additional insured with respect to any claim, demand, suit or action brought against the City of Thomasville and arising from or related to the performance of the contract to which this certificate is attached.**

No change or cancellation in insurance shall be made without thirty (30) days' written notice to the Owner. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any contractor fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the Owner shall have the right to consider the contract breached and justifying the termination thereof.

a. **Comprehensive General Liability** - The contractor shall procure and shall maintain during the life of the Contract Agreement, such Comprehensive General Liability insurance as shall protect the Owner, Contractor and any Subcontractors or others working on the premises of the Owner in connection with this project, or performing work covered by this contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by anyone directly or indirectly employed or contracted with, by him.

The amount of insurance shall not be less than the following:

- $1,000,000 Bodily injury, including death, each occurrence.
- $500,000 Property Damage, each occurrence
- $1,000,000 Property Damage, in the aggregate

b. **Vehicle Liability** - The contractor shall procure and shall maintain during the life of the Contract Agreement, Comprehensive Automobile (Motor Vehicle) Liability insurance in amounts not less than the following:

- $500,000 Bodily injury or death to any one person
- $1,000,000 Bodily injury, each occurrence
- $300,000 Property damage, each occurrence

The insurance shall be the greater of the above shown figures or that as required by the State of Georgia. The insurance shall include coverage for owned, leased, and rented vehicles, as well as equipment, trailers, etc.
c. Worker’s Compensation - The Contractor shall procure and shall maintain during the life of the Contract Agreement, Worker’s Compensation insurance for all of his employees to be engaged in work on the project under this Contract. This insurance should be for the amount required by the State of Georgia.

3.6 Hazardous Materials

Contractor shall comply with all federal and state, laws, rules, and regulations pertaining to the storage, handling, and disposal of hazardous materials. The service company is responsible for the safe disposal and maintaining the appropriate records indicating the proper disposal of all hazardous materials. The Contractor must make every effort to relieve the owner of any liability pertaining to the storage, handling, and disposal of hazardous materials.

ARTICLE FOUR - PAYMENT

Payments by Owner to Contractor for work performed shall be based on the dollar amounts described in Categories A and B from the Summary Proposal Form comprise the Base Payment amount which is paid monthly and described in 4.2 and 4.3.

CEMETERY MAINTENANCE

Category A – 12 Month Maintenance Contract (January - December). Total $_________

4.1 Payment for Cemetery Maintenance (Category A) from the Summary Proposal Form (see Service Agreement – Exhibit “B”), will be based on 12 equal monthly payments.

4.2 Contractor shall submit to the Owner an invoice based upon the unit price schedule for Category A from the Summary Proposal Form (Exhibit “B”) and a detailed statement of all services rendered to the Owner by the Contractor in the preceding month. Within 30 days of receipt of said invoice and statement, the Owner shall remit to the Contractor one hundred (100%) of the "Base Payment", or $__________, hereinafter referred to as the "Base Payment Fixed Amount".

4.3 Payments by Owner to Contractor for work performed shall be based on the dollar amounts described in Category A from the Summary Proposal Form comprise the Base Payment amount which is paid monthly and described in 4.2.

ARTICLE FIVE - TERMINATION

5.1 Owner may terminate the Service Agreement with 30 days’ written notice with or without cause and must be received by the Contractor by Certified Mail. The 30-day notice shall commence on the day of actual receipt of said written notice by Contractor.

5.2 Contractor may terminate the Service Agreement with 90 days’ written notice with or without cause and must be received by the Owner by Certified Mail. The 90-day notice shall commence on the day of actual receipt of said written notice by Owner.
ARTICLE SIX – SCHEDULING

6.1 Timing

A regular maintenance schedule shall be drawn up seasonally.

Scheduling of maintenance visits will be determined by the Owner. The Owner shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled.

Owner may at any time request alterations to the general maintenance service provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials or labor.

ARTICLE SEVEN - GENERAL CONDITIONS

7.1 Contractor shall park in areas designated by owner’s representative. Contractor shall not drive or park on grass unless specific arrangements have been made with Owner’s representative.

7.2 Contractor is responsible for securing work area.

7.3 Contractor must maintain safe, clean work site at all times. No debris is to be allowed to accumulate in or around the work areas. All debris and trash is to be placed inappropriate trash receptacles each day.

7.4 No hazardous materials to include pesticides or paints are to be poured into sanitary or storm sewers. No hazardous materials are to be placed in any dumpsters whether provided by the contractor or not.

7.5 Contractor is responsible for cleaning up any miscellaneous debris created by performance of the work. Examples are soil, mulch, clippings, pots, containers, etc.

   a. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the Institution’s premises shall obey the rules and regulations that are established by the Institution and shall comply with the reasonable directions of the Institution’s representative and other officials.

   b. Contractor shall be responsible for the acts of its employees while on the Institution’s premises. Accordingly, contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its employees.

   c. Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the Institution’s Police Department and thereafter furnish a full written report of such accident.
d. Contractor shall perform the services under this Agreement without interfering in any way with the activities of facility.

7.6 Contractor must comply with all applicable building codes, all State and Federal regulations, all State, Federal, and local laws, and purchase all appropriate permits.

ARTICLE NINE - COMPLIANCE WITH LAWS

Contractor shall, at its own expense, obtain all necessary permits and licenses required by any federal, state, county or local codes, laws, ordinances and regulations. Contractor will comply with all applicable state, federal, county and local laws, orders and judicial decisions, including, but not limited to matters regarding occupational health and safety.

ARTICLE TEN - MISCELLANEOUS

This Service Agreement, together with all Exhibits, shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the Owner. The invalidity in whole or in part of any provision of this Service Agreement shall not affect the validity of any other provision.

The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Service Agreement shall be governed and construed in accordance with the laws of the State of Georgia. The parties also agree that jurisdiction and venue of any dispute between them regarding any aspect of this Service Agreement shall be proper in Thomas County, Georgia and with any of the state or local courts seated therein, including the Magistrate Court if the jurisdictional amount in controversy is met.

No subsequent agreement concerning the service provided shall be effective unless made in writing and executed by authorized representatives of the Parties.

Notices shall be in writing, effective upon receipt, if mailed or faxed to:

Owner: Company Name ___________________________________________________________
Street Address ____________________ Public Works ________________________________
Street Address ____________________ 925 Davenport Drive (P.O. Box 1540) __________
City, State, Zip ____________________ Thomasville, Georgia 31792 _________________
ATTN. __________________________ Stephen Stewart – Public Works Director __________
Tel. ____________________ (229) 227-4173 or (229) 227-7025 _______
Fax ____________________ (229) 227-3357 ___________
Cemetery Maintenance Service Agreement

Contractor: Company Name
Street Address
City, State, Zip
ATTN.
Tel.
Fax

Any subcontractor utilized by Contractor shall be the total responsibility of Contractor. All terms and conditions of this Service Agreement imposing responsibilities and obligations on Contractor shall apply to any and all subcontractors as if they were the responsible Contractor.

In the event suit is brought or an attorney is retained by either Party to enforce the terms of this Service Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy to which that Party may be entitled, reimbursement for reasonable attorney's fees.

The terms and provisions of this Service Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Service Agreement, which terms and provisions shall include, but not be limited to, all indemnification and hold harmless terms and provisions.

This Service Agreement shall not be assigned by the Contractor without prior written consent of the Owner. Contractor is and shall be responsible and liable for all actions, inactions and liabilities of any subcontractor in the performance of the duties of Contractor hereunder, as implied in the first sentence of this paragraph.

ARTICLE ELEVEN - SIGNATURES

Having carefully examined this Service Agreement, as well as the premises and the conditions affecting the work outlined herein, the undersigned Contractor agrees to furnish all services, equipment, labor and materials called for in said documents. The term of this Service Agreement shall begin on ______________ and will expire on ______________.

The parties hereto signing this Service Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Service Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first written above.

CITY OF THOMASVILLE, GEORGIA (OWNER)  CONTRACTOR (CONTRACTOR)

By: __________________________  By: __________________________
Name: _________________________  Name: _________________________
Title: __________________________  Title: __________________________
Date: __________________________  Date: __________________________
EXHIBIT “A”
SERVICE DESCRIPTION AND SPECIFICATIONS
CEMETERY MAINTENANCE – CITY OF THOMASVILLE

I. CEMETERY MAINTENANCE

- Laurel Hill Cemetery – 751 Remington Ave
- Peaceful Rest Cemetery – N. Pinetree Blvd at Countyline Road
- Magnolia Cemetery – Vine Street at Cassidy Road
- Flipper Cemetery – North Madison at Jerger Street
- Old Historic Cemetery – N. Broad Street (next to Legion)

A. MOWING & MAINTENANCE

All cemeteries listed shall be mowed as outlined below:

**June, July and August**

- Mow every 7-10 days
  - Laurel Hill
  - Peaceful Rest
  - Magnolia

**March – May and September - October**

- Mow all sites every 14-17 days
- Weed-eating around the graves/headstones
- All debris on graves will need to be blown off after grass cutting, weed eating is complete. All grass needs to be completed each day.
- Keep grass runners cleared from grave markers
- Keep hedges trimmed as needed
- Any flowers found in roadways shall be placed in the “Flower Disposal Bin” located at each cemetery.
- Any flowers found directly near a grave site can be placed on the slab.
- Pick up trash and small limbs (8 inches in diameter or less)
- Weed and Ant killer to be provided by the City of Thomasville for proper application in the cemeteries, to be applied by the contractor.
- No mowers are allowed on any grave slabs/headstones; we normally weed-eat these areas and keep a distance of a minimum of 10 inches from any items/structures in the cemeteries.
- You would need to be flexible in the event of a funeral taking place in the cemetery/area that you are working and move to another part of that cemetery until the funeral is complete for respect for the families
- Inform Cemetery Administrator or staff of any sunken graves or other issues found while working in the city cemeteries
November – February

- Mow all sites as needed or directed by city staff
- All debris on graves will need to be blown off after grass cutting is complete
- Pick up trash and small limbs (8 inches in diameter or less)
- Weed and Ant killer to be provided by the City of Thomasville for proper application in the cemeteries, to be applied by the contractor.
- Any flowers found in roadways shall be placed in the “Flower Disposal Bin” located at each cemetery.
- Any flowers found directly near a grave site can be placed on the slab.
- Keep grass runners cleared from grave markers
- Keep hedges trimmed as needed
- No mowers are allowed on any grave slabs/headstones, we normally weed-eat these areas and keep a distance of a minimum of 10 inches from any items/structures in the cemeteries.
- You would need to be flexible in the event of a funeral taking place in the cemetery/area that you are working and move to another part of that cemetery until the funeral is complete for respect for the families
- Inform Cemetery Administrator or staff of any sunken graves or other issues found while working in the city cemeteries

B. WEED-EATING AND SPRAYING

Contractor shall be responsible for weed eating and spraying around all objects in the cemetery areas. Weed killer will be provided by the city and only provided product should be used.

C. ANT CONTROL

Contractor shall be responsible for the control of Ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after Ants have been killed. Ant killer will be provided by the city and only provided product should be used.
Cemetery Maintenance Service Agreement

November 2017

EXHIBIT “B”

SUMMARY PROPOSAL FORM

Maintenance

CEMETERY MAINTENANCE – CITY OF THOMASVILLE
THOMASVILLE, GEORGIA THOMAS COUNTY

This Summary Proposal Form totals the Itemized Proposal Form for Category A. This total is defined as the "Total Proposal Price".

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<th>A. CEMETERY MAINTENANCE:</th>
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CONTRACTOR NAME_________________________________________

CONTRACTOR ADDRESS_______________________________________

CONTRACTOR SIGNATURE_____________________________________

TITLE_____________________________________________________

TELEPHONE NUMBER________________________________________

DATE_____________________________________________________