



TOWN *of* LOUISBURG

NORTH CAROLINA

Charming Since 1779

REQUEST FOR PROPOSALS (RFP) MOWING AND GENERAL GROUND MAINTENANCE March 31, 2023

1. Summary

1.1 Request for Proposals: The Town of Louisburg is soliciting bids for mowing and ground maintenance for its two principal cemeteries, *Oakwood* and *Cemetery on the Hill*. *Oakwood Cemetery* covers approximately 13.5 acres and is located at 1740 Hwy 39 N. *Cemetery on the Hill* covers approximately 8.0 acres and is located at 110 Cemetery Lane off of T. Kemp Road. The mowing and ground maintenance contract will be awarded to the lowest responsible, responsive bidder. The contract will be for one year with an annual renewal of up to 3 years. The proposed contract period will be from July 1, 2023 to June 30, 2024.

1.2 Introduction and Background: The Town of Louisburg has provided basic maintenance to these two cemeteries which included mowing; trash, leaf and debris removal; tree/limb and monument trimming. These activities vary depending on the seasons but generally occurs once every two weeks. *Cemetery on the Hill* is currently undergoing tree, stump and brush removal to recapture portions of the cemetery previously neglected. It is anticipated that this work will be completed prior to the start of this maintenance contract. However, if it is not completed, the contractor will only perform work at *Oakwood Cemetery* until notified to begin work at *Cemetery on the Hill*.

1.3 Services to be provided: Contractor's services will generally consist of the following:

A. Oakwood Cemetery (March thru November; every two weeks) & (December thru February; once a month)

- a. Mowing, weed-eating, edging and trimming (Edging to include drives, curbs and planted beds where present). Any and all structures including grave stones, monuments, mausoleums, grave walls or borders, tree bases, steps, stumps, posts or similar structures shall be neatly trimmed.
- b. Removal of trash and potential projectiles (including loose grave flowers and other grave ornaments) before mowing; removal of any small (less than 4" dia.) fallen limbs and branches.
- c. Blowing clean graves of leaves and cuttings and their removal.

B. Cemetery on the Hill (March thru November; every two weeks) & (December thru February; once a month)

- a. Mowing, weed-eating, weed and tree control spraying, edging and trimming (Edging to include drives, curbs and planted beds where present). Any and all structures including grave stones, monuments, mausoleums, grave walls or borders, tree bases, steps, stumps, posts or similar structures shall be neatly trimmed.
- b. Removal of trash, fallen debris and potential projectiles (including grave flowers and other grave ornaments) before mowing; removal of any small fallen limbs (less than 4") and branches.
- c. Blowing clean graves of leaves and cuttings and their removal.

C. Holiday Maintenance. Separately, the Contractor is to provide any required maintenance as defined by the listed scope of service above, rendered no later than 7 days prior to Christmas Day, Easter and Mother's Day.

2. Submission of Proposals

2.1 This Request for Proposals (RFP) is issued by the Town of Louisburg. Any questions concerning this RFP shall be submitted in writing to pslayter@townoflouisburg.org. The deadline for questions will be April 18, 2023. All questions will be answered by Addenda.

2.2 All questions regarding this RFP, the services identified herein, or any request for additional information must be submitted in writing at least seven (7) days prior to the date the proposals are due. All questions, must be send to Philip Slayter, Town of Louisburg, 110 West Nash Street, Louisburg, North Carolina 27549, fax number 919-496-4145 or via email to pslayter@townoflouisburg.org. All questions will be answered in the form of a RFP Addenda, which will be posted on the Town's website under Bids and Proposals.

2.3 Please submit on original and two copies of your RFP, in person or by mail, to the Town of Louisburg no later than 5:00 PM, April 24, 2023 to the attention of:

Philip Slayter
Town of Louisburg
110 West Nash Street
Louisburg, NC 27549

2.4 RFP Submission Requirements. In order to evaluate responses efficiently and equitably, each submission shall provide the following information as formatted below. Failure to submit this information may render your proposal non-responsive.

a. Title Page. Include the name of the company, address, telephone number, email, name of the contact person, date, and the subject:
REQUEST FOR PROPOSALS – CEMETERY MAINTENANCE.

b. Table of Contents. Clear identification of the information provided by section and page number.

c. Section 1: General Information

1. Legal Name of Company
2. Type of Company (Individual, Partnership or Corporation), and list of names of all partners, principals, etc.
3. Name, title, address, and telephone number of the company's authorized representative. The person identified must be empowered to make binding commitments for the company.
4. Statement signed by authorized representative certifying that the information contained in the submitted proposal, is true, accurate, and complete and includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town as to any material facts.

d. Section 2: Qualifications

1. Provide the number of years' experience in landscaping and grounds maintenance.
2. List projects or service contracts of similar size in the last 5 years
3. Provide a list of key staff with a short summary of experience and training in the landscaping and maintenance.

e. Section 3: References

Contractor will provide at least three (3) references for which the company has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, email address, and date and term of the contract.

f. Bid Form

All bids must be submitted on the provided Bid Form. A separate bid will be provided for each cemetery. The Town reserves the right to award the contracts separately for each cemetery based on the lowest responsible, responsive bidder.

g. Insurance

The Contractor shall maintain, at its own expense, and provide a current certificate of insurance with the following coverage and limits:

1. Commercial General Liability with a combined single limit of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Additional Insured with vendor endorsing the Town as an Additional Insured on the Commercial General Liability.
3. Certificate Holder shall be listed as: Town of Louisburg, 110 West Nash Street, Louisburg, NC 27549.
4. Commercial Automobile Liability with a combined single limit no less than \$1,000,000.

3. Pre-Proposal Conference: A Pre-Proposal Conference will be conducted on April 12, 2023 at Louisburg Town Hall, Council Chambers, 110 West Nash Street, Louisburg, NC. Attendance is NOT mandatory; however, interested Contractors are encouraged to attend. A site visit to both cemeteries will be conducted.

4. Bid Evaluation

4.1 Proposal Evaluation. Submitted proposals will be rated based upon the following:

- 1) Experience in providing general landscaping services;
- 2) Compliance with the terms of RFP;
- 3) Qualifications of the staff performing the service;
- 4) Cost of services rendered;
- 5) Have a satisfactory performance record.

4.3 Selection of Award. Services will be awarded by the Town to the lowest responsible, responsive bidder taking into consideration quality and past performance. Bidder must meet all requirements and the minimums listed in the RFP. The Town may engage in discussions with any potential Contractor prior to final determination and award.

5. General Provisions

5.1 Terms and Conditions of the Contract. The Town will utilize a professional services contract agreement included herein as “Attachment A”

5.2 Modifications and Withdrawals. Withdrawal of, or modifications to proposals are effective if written notice is sent to the Town prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company and no withdrawal or modifications will be accepted after the time proposals are due.

5.3 Proposal Acceptance. The Town of Louisburg reserves the right to accept or reject any and all proposals, in whole or part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, to serve the best interest of the Town of Louisburg.

5.4 Insurance Requirements. Selected proposers shall maintain General Liability Insurance, Automobile Liability Insurance and Worker’s Compensation Insurance at the levels prescribed in the attached professional services contract over the term of the contractual services agreement.

5.5 RFP Cancellation. The Town of Louisburg may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

5.6 Services Rendered. All work performed under this Contract shall be in compliance with all applicable North Carolina codes, standards and regulations.

5.7 The contract period will be from the July 1, 2023 to June 30, 2024 with a provision to renew for up to a period of three years.

6. Schedule for the Selection Process.

Issue RFP	March 31, 2023
Voluntary Pre-Proposal Conference	April 12, 2023
Completed Proposals Due	April 24, 2023

Selection of Contractor	April 28, 2023
Complete Contract Negotiations	May 5, 2023
Award of Contract by Town Council	May 15, 2023
Notice To Proceed	June 15, 2023
Contract Work Begins	July 1, 2023

Bid Form

All bids must be submitted on the provided Bid Form. Bid Forms must be completed in blue or black ink or typewritten. The amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern. The lump sum prices shall include labor, materials, overhead, tools, equipment, transportation, profit, insurance, taxes, site repair, clean-up and all other incidentals to cover the finished work.

The Proposer agrees that this bid shall be valid and may not be withdrawn for a period of (60) calendar days after the scheduled closing time for receiving bids.

In compliance with the Request for Proposals by the Town of Louisburg and subject to all terms and conditions and specifications thereof, the undersigned has carefully examined the scope of work and requirements and hereby declares that he/she will complete the project in the manner prescribed in the specifications for the following annual lump sum price:

OAKWOOD CEMETERY

Annual Lump Sum \$ _____

Write out total dollar amount in words

CEMETERY ON THE HILL

Annual Lump Sum \$ _____

Write out total dollar amount in words

Name of Business Submitting Bid

Signature of Authorized Representative/Title

Bid Form

Print Name

Address

Email Address of Representative

ATTACHMENT A

NORTH CAROLINA

TOWN OF LOUISBURG

SERVICE AGREEMENT FOR GROUND WORK

This Agreement is made this ____ day of _____ 2023, by and between _____ (the "Contractor"), and TOWN OF LOUISBURG, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Owner").

WHEREAS, pursuant to Chapter 143, Article 8 of the General Statutes of North Carolina, the Town of Louisburg requested Proposals for Grounds Maintenance for Town Cemeteries; and

WHEREAS, Contractor submitted a proposal for Contract(s) _____ consistent with the Owner's needs; and

WHEREAS, Contractor's proposal was the best overall and most advantageous to the Town for Contract(s) _____; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) Request for Proposals by Town of Louisburg issued April 00, 2023, and (3) Contractor's Bid Form dated April, 00, 2023. This procurement is governed by Chapter 143, Article 8 of the General Statutes of North Carolina. All terms and conditions of statutes, policies and procedures are hereby adopted and incorporated by reference herein.
2. **Contract Term.** The contract shall be for period of three (3) years. The term of the contract is July 1, 2023 through June 30, 2024.
3. **Contract Cost.** The contract shall be for a base bid of (\$_____). The contract amount of shall be invoiced and paid in thirty-six (36) equal monthly installments of [\$0,000.00].
4. **Changes to Contract.** This contract and its reference constitute the entire contract and understanding between the parties with respect to the matters contained herein. The contract supersedes

any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This contract may be modified, amended or extended only by a written instrument executed by both parties.

5. **Termination.** This Agreement may be terminated by either party at any time upon 15 days' written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor.

6. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U.S. mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to Owner shall be made to:
Sean Medlin, Town Administrator
Town of Louisburg
110 West Nash Street
Louisburg, NC 27549

Notice to Contractor shall be made to:

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to produce and maintain insurance which meets all Owner's requirements in the General Terms and Conditions.

6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

7. **Severability.** If any provision of the Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provisions will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

8. **Indemnity.** Contractor shall and does hereby agree to indemnify, save harmless and defend the Town of Louisburg from the payments of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property liens, garnishments, attachments, claims, suits, costs, attorney's fee. Costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payments of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against the Town or against Contractor and the Town, or which the Town may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of Town and/or the sole negligence of Town's

employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

9. **Miscellaneous.** This Contract shall be governed by the laws of State of North Carolina. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the North Carolina General Court of Justice in Franklin County, North Carolina, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the convenience of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

ON WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Town of Louisburg, North Carolina

Sean Medlin, Town Administrator

ATTEST:

Pamela Perry, Clerk to Council

[TOWN SEAL]

This instrument has been pre-audited in a manner required by applicable law.

Reuben Carden, Finance Director, Town of Louisburg

[Contractor]

By: _____

Its: _____

GENERAL TERMS AND CONDITIONS

It is understood and agreed that by submitting a proposal that the Contractor has examined these contract documents and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. The Contractor agrees to accept the premises in their present condition and agrees to make no additional demands on the Town for bringing the premises up to the standards of the specifications.

A. Taxes

North Carolina Sale taxes and Use Tax do apply to materials entering into the Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use taxes do apply to materials entering into the Work an applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

B. Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to a position for which the applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

C. Insurance

The Contractor shall not commence work until he has obtained all insurance required and the Owner has approved such insurance.

- (1) The Contractor shall provide and maintain during the life of his contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract in accordance with NC General Statute Chapter 97.
- (2) The Contractor shall maintain, at its own expense, and provide a current certificate of insurance with the following coverage and limits:
 - a. Commercial General Liability Insurance- Combined single limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate: and
 - b. Commercial Automobile Liability – Combined single limit no less than \$1,000,000. Coverage shall include liability for owned, non-owned, and hired automobiles.
 - c. Additional Insured – Contractor agrees to endorse the County as Additional Insured on Commercial General Liability and Commercial Automobile Liability.

- d. Certificate Holder shall be listed as: Town of Louisburg, 110 Nash Street, Louisburg, NC 27549.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and/or the Owner of such alteration or cancellation.

D. Invoices for Payment

Invoices for payment will be submitted by the Contractor to the Town Administrator on a monthly basis. Invoices may not be submitted for work that is not yet complete.

E. Subcontractors

The Contractor shall not have the right to subcontract any part of its obligations and/or service requirements of this Agreement.

F. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

G. Interpretation of the Scope of Work and/or Specifications

Interpretation of the scope of work and/or specifications by the Town Administrator shall be final.

H. Inquiries and Complaints

Contractor shall provide the Town with a feasible and workable plan of communication. It is necessary that the Town be able to contact the Contractor during normal working hours.

All complaints, submitted to the Contractor from the Town, shall be remedied within a reasonable time span, to be dictated by the Town Administrator. If, within a specified time span, the complaint is not abated, the Town Administrator may correct the specific complaint and the total cost incurred by the Town will be deducted from the payments owed to the Contractor by the Town. Written notice of any deduction will be faxed, emailed or mailed to the Contractor within three days of the incident.