

REQUEST FOR PROPOSALS

FOR

**2020-2024 Floral Hill Grounds Maintenance, Grave
Preparation and Sexton Services**

Issued By:

**City of New London
Floral Hill Cemetery Commission**

January 2020

INTRODUCTION

1.1 OVERVIEW AND PURPOSE

The City of New London is seeking proposals for a contract from qualified firms for the maintenance, grave preparation and sexton services of Floral Hill Cemetery. The purpose of this document is to provide interested parties with information necessary to enable them to prepare and submit a proposal to the City of New London relating to these services.

2.0 INSTRUCTIONS AND PROCEDURES

2.1 METHOD OF RESPONSE

If your firm wishes to respond, you are asked to submit your proposal by **10:00 a.m., Wednesday February 5, 2020** addressed to:

Floral Hill Cemetery Commission
City of New London
215 N. Shawano Street
New London, WI 54961

2.2 FORMAT OF RESPONSE

All submittals must be packaged and sealed, showing the following information on the outside of the package:

- A. Respondent's name, address, and telephone number
- B. RFP title
- C. Response due date

In addition to the requirements listed throughout this document, each firm responding to this RFP must comply with the following format requirements:

- A. Provide a list of at least three (3) recent projects of a similar nature, including references for each project.
- B. Proposed costs for work under this contract must be shown on the proposal form enclosed herein.
- C. Contractor must have 5 years cemetery management experience.
- D. Provide proof of insurance according to the attached requirements (See Attachment "B")

No proposals will be accepted after the deadline stated above.

2.3 INCURRED COSTS

The City of New London will not be liable for any costs incurred by the submitter of a proposal due to the process of responding to this RFP.

2.4 QUESTIONS

Any questions concerning this RFP shall be directed to Floral Hill Cemetery Commission Chairman Brian Strey at (920) 538-1575. If a significant ambiguity, discrepancy, omission, or other error is discovered, a supplement or modification will be provided to all original recipients of this document.

3.0 BIDDING SPECIFICATIONS

3.1 SCOPE OF WORK

Furnish all labor, materials and equipment to maintain grounds, prepare graves and provide sexton services in accordance with the attached Request For Proposal and associated project specifications.

Mow and Trim Property as necessary throughout the growing season insuring that property is in best condition immediately prior to Holidays. (Memorial Day, Independence Day and Labor Day.) Average annual mowing is 10-13 times per year with string trimming entire property 5-7 times per year.

- Open and Close graves as needed year-round. Restore soil over grave to previous condition by using existing sod or planting grass seed as needed. Grave opening and closing to include moving and replacing of headstones, concrete footings and decorations as needed. Winter months use a grave thawer and seed in spring. Before and after pictures of all grave sites to be provided. Any black dirt quantities above the 10 yards provide in bid document to be billed to the City as necessary.
- Cremains burials to be attended by contractor and closed immediately after service or as requested by funeral director.
- Perform 1 Spring and 1 Fall cleanup of leaves and debris annually (April and October). This includes winterizing flower beds/landscaping as necessary. Spring planting to be done by the Contractor.
- Pick up normal sticks, windblown grave decorations and trash as needed throughout the year. Severe wind or storm damage will need to be assessed and bid for cleanup.
- Snow Removal of all cemetery roads as needed November through April
- Apply ice melt and/or traction aid as needed on all cemetery roads November through April. City to provide necessary salt stored at the cemetery office.
- Supply topsoil/black dirt as necessary (up to 10 yards annually) for repair/finishing graves or other needs of the property.
- Provide Sexton Services for cemetery to include:

- 1) Assist customers in the selection of burial sites at time of need and according to City ordinances and policies;
- 2) Coordinate with City, customers, and monument companies in the placement of burials and markers;
- 3) If required, assisting at burial ceremonies with parking and traffic control to ensure orderly access to the cemetery;
- 4) Assist the City in the maintenance of all Floral Hill Cemetery records;
- 5) Assist in planning all Cemetery related projects;
- 6) Conduct frequent inspections of Cemetery to identify improvements needed;
- 7) Resolve or refer to proper individuals all complaints and or compliments;
- 8) Keep open communication with City and meet with Cemetery Commission monthly or as requested; and,
- 9) Submit monthly report of work completed, work planned, sales of sites and all other cemetery related information to cemetery commission.

3.2 LOCATION OF WORK

All services shall be performed at and for Floral Hill Cemetery 1210 W Beckert Rd, New London, Wisconsin. The maintenance building and office may be used by selected contractor for equipment storage and records retention.

3.3 CONTRACT AND INSURANCE REQUIREMENTS

The successful bidder will be required to sign a contract and furnish a certificate of public liability insurance and comply with the attached insurance requirements for General Services. The successful contractor will also be required to provide the City of New London with their tax identification number prior to the City of New London issuing any payments under this contract.

3.4 INDEMNIFICATION

Bidder hereby agrees to indemnify, defend and hold harmless the City of New London, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Bidder or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City of New London its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of New London of its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of New London, its elected

and appointed officials, officers, employees, agents, representatives and volunteers.

Bidder shall reimburse the City of New London, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Bidder employs other persons, firms, corporations or entities (subcontractor) as part of the work covered by this Agreement, it shall be the Bidder's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of New London, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

3.5 CONTRACTOR QUALIFICATION QUESTIONNAIRE

Each Contractor must complete and submit a *Cemetery Maintenance/Grave Preparation/ Cemetery Sexton Qualification Questionnaire* with his/her proposal. The Cemetery Commission will examine each contractor's qualifications as to experience, equipment, and ability to complete the contract. Any Contractor who fails to demonstrate the ability to perform work in accordance with these specifications will not be eligible for award of this contract.

3.6 COORDINATION WITH UTILITIES

It shall be the responsibility of the Contractor to notify any utility whose facilities may interfere or be endangered by this operation.

3.7 ORDINANCES, LICENSES AND PERMITS

The Contractor shall abide by all Municipal Ordinances in the execution of work under this contract and shall be responsible for obtaining any necessary licenses or permits.

3.8 BASIS OF PAYMENT

The Contractor will be paid for all work performed as defined through pay requests issued by the Cemetery Commission. Payment amounts will be based on the following criteria for actual quantities of work performed as measured by Cemetery Commission at the time of final inspection. Before and after pictures to be provided by the Contractor:

Any work performed by the Contractor, which exceeds the scope identified by the Cemetery Commission, will not be eligible for payment unless approved prior to work. **Payments to the Contractor will be issued on a monthly basis.** It is the

Contractor's responsibility to submit monthly invoices for payment no later than 5 days before the last date of the month so that invoices can be approved at the regular city council meeting on the second Tuesday of each month. If invoices are not submitted, payment will be issued by the City of New London based upon quantities identified by City of New London staff at the time of inspection of work. The City of New London reserves the right to adjust payment if circumstances where work completed are not adequately documented by the Contractor.

3.9 PROPOSED FEES

The Contractor shall provide monthly Price fees for all services described in these specifications. The fees shall be based on all anticipated time and material costs necessary to provide all direct and indirect expenses for equipment, materials, labor, overhead and profit to complete the work. Contractor shall be responsible for all costs necessary to restore any surfaces damaged or disturbed as a result of work performed under this contract.

3.10 START/COMPLETION DATE

The Contractor shall start services upon approval of this contract and continue daily, if necessary, until December 31, 2024. This agreement, and same bid prices, may be extended one additional term, if agreed to by both parties.

3.11 PROTECTION AND CLEAN UP OF WORK AREAS

The Contractor shall protect all work areas and surrounding property from dirt, debris, etc., while performing work under this contract. The Contractor shall provide all necessary screening to ensure proper and adequate protection. The Contractor is responsible for the cleaning or repair of any areas or objects not properly protected.

PROPOSAL

CITY OF NEW LONDON
Cemetery Commission

Cemetery Maintenance/Grave Preparation/ Cemetery Sexton Qualification Questionnaire

We submit herewith the following statement of ability, equipment, experience, etc.

Name of Business: _____

Complete Address: _____

Are you a: (Corporation) (Partnership) (Sole Trader)

If incorporated, where incorporated? _____

Years engaged in contracting business under present firm name: _____

What was the average number of personnel in your organization during the last 12 months?

Office _____ Skilled _____ Unskilled _____

Attach a list stating type and amount of equipment owned by firm.

Have you ever defaulted on a contract? Yes _____ No _____

Have you ever contracted with the City of New London? Yes _____ No _____

How many years of experience do you have Managing Cemeteries? _____

Attach a list of present contracts.

Provide three references and phone numbers

Additional information that you feel is important for our office to be aware of:

PROPOSAL

Bids to be received until 10:00 a.m., Wednesday February 5th, 2020.

To: Floral Hill Cemetery Commission
 City of New London
 215 N. Shawano Street
 New London, WI 54961

The undersigned, having familiarized himself/herself with the local conditions affecting the cost of the work and with the contract documents, including Instructions, Procedures, Bidding Specifications, Insurance Requirements, the form of the Proposal and Addenda Exhibits issued and attached to the Specifications on file in the office of the Cemetery Commission, City of New London, 215 N. Shawano Street, New London, WI 54961, hereby proposes to perform everything required to be performed under the contract and to provide and furnish all of the

labor, necessary tools, material or expendable material, except as is specified as being provided by the City of New London, and all utility and transportation services and appurtenances necessary to perform and complete in a workmanlike manner all of the work required and as called for in the following proposals in connection with the provision of: 2020-2024 Floral Hill Grounds Maintenance, grave preparation and Sexton Services in the City of New London, Wisconsin, all in accordance with the plans and specifications on file.

PROPOSAL AFFADAVIT

I hereby certify that all the statements herein are made on behalf of _____

(Name of Corporation Submitting Bid)

(STRIKE CLAUSES NOT APPLICABLE)

a Corporation organized and existing under the laws of the State of _____;
a Partnership consisting of _____; an individual trading as _____ of the city of _____, State of _____; that I have examined and carefully prepared this proposal from the plans, specifications, and a field inspection of the site where necessary and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in (its) (therein) (my) (strike if not applicable) behalf; and that the statements are true and correct.

By _____ (Seal)

(Print) _____

Title _____

Address _____

City, State, Zip _____

Telephone _____

Fax _____

Subscribed and sworn to before me

This _____ day of _____, 2018

(Seal)

(Print) _____

Notary Public
State of Wisconsin
My Commission Expires _____

(Bidders should not add any conditions or qualifying statements to this proposal as otherwise the proposal may be declared irregular as not being responsive to the advertisement).

ATTACHMENT A

PROPOSAL – 2020-2024 Floral Hill Grounds Maintenance, Grave Preparation
and Sexton Services

DESCRIPTION

Furnish all labor, materials and equipment to maintain grounds, prepare graves and provide sexton services in accordance with section 3.0 Bidding Specifications of the attached Request for Proposal

Complete work as Described in RFP **2020-2024 Floral Hill Grounds Maintenance, Grave Preparation and Sexton Services** section 3.0

Monthly Rate to be paid for 60 Months beginning on date of signed contract \$ _____

Pre-approved work performed outside of 3.0 Bidding Specifications of the RFP 2020-2024

Floral Hill Grounds Maintenance, Grave Preparation and Sexton Services

Hand Labor Hourly Rate \$ _____

Skilled/Power tool Labor Hourly Rate \$ _____

Tractor Backhoe Hourly Rate \$ _____

Topsoil/Black Dirt Delivered per yard \$ _____

Sand Delivered per yard \$ _____

**CITY OF NEW LONDON
INSURANCE REQUIREMENTS
GENERAL SERVICE AGREEMENT
(NON-CONSTRUCTION)**

The Service Provider shall not commence work until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of New London.

It is hereby agreed and understood that the insurance required by the City of New London is primary coverage and that any insurance or self-insurance maintained by the City of New London, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR SERVICE PROVIDER

- A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
- | | |
|--|-------------|
| a. Each Occurrence limit | \$1,000,000 |
| b. Personal and Advertising Injury limit | \$1,000,000 |
| c. General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| d. Products–Completed Operations aggregate | \$2,000,000 |
| e. Fire Damage limit — any one fire | \$50,000 |
| f. Medical Expense limit — any one person | \$5,000 |
| g. Watercraft Liability, (Protection & Indemnity coverage)” if ” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| h. Products – Completed Operations coverage must be carried for two years after acceptance of completed work | |
- B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- C. Workers’ Compensation as required by the State of Wisconsin and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshore & Harbor Workers Compensation Act coverage.
- D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of New London
- E. Aircraft Liability, “**if**” the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- F. Unmanned Aircraft Liability – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of

\$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.

G. Service Provider's Equipment or Property – The Service Provider is responsible for loss and coverage for these exposures. The City of New London will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the Service Provider or are to be built, installed, or erected by the Service Provider. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the Service Provider.

H. Also, see requirements under Section 3.

2. **INSURANCE REQUIREMENTS FOR ALL SUBSERVICE PROVIDERS**

All Subservice providers shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers' Compensation and Employers Liability, (if applicable Aircraft liability or unmanned Aircraft liability) insurance. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Service Provider requirements.

3. **APPLICABLE TO SERVICE PROVIDER & SUBSERVICE PROVIDERS**

A. Primary and Non-contributory requirement – all insurance must be primary and noncontributory to any insurance or self-insurance carried by the City of New London

B. Acceptability of Insurers – Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.

C. Additional Insured Requirements – The following must be named as **additional insureds on all Liability Policies** for liability arising out of service work - (Insert City/Village Name), **and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 26 07 04 and include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**

D. Waivers of Subrogation in favor of the City of New London must be endorsed onto the service provider's Worker's Compensation, Commercial General Liability, Automobile Liability, Umbrella Liability coverage, and Property/Equipment coverages.

E. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to the City of New London.

F. Evidences of Insurance - Prior to execution of the agreement, the Service Provider shall file with the City of New London a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.