

**TOWN OF DUNBARTON, NH
DUNBARTON CEMETERY TRUSTEES**

**REQUEST FOR PROPOSAL FOR A CONTRACT FOR: CEMETERY MAINTENANCE
(FOR THE YEARS 2010 & 2011)**

Unless specifically amended or deleted by the Dunbarton Cemetery Trustees, the following General Terms and Conditions apply to this Proposal and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

Proposals: Proposals must be received at the Dunbarton Town Offices before the date and time specified for the opening. Proposals must be submitted on this proposal form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Information obtained from proposals will be made available to the public after time of the award.

Cemetery Trustee's Options: The Cemetery Trustees reserves the right to reject or accept all or any part of any proposal, to determine what constitutes a conforming Request for Proposal (RFP), to award the RFP solely as it deems to be in the best interest of the Town, and to waive irregularities that it considers not material to the RFP.

Public Information: The responding vendor hereby acknowledges that all information relating to this RFP and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to the laws of the State of New Hampshire regarding public information.

Personal Liability: The responding vendor agrees that in the preparation of this RFP or the execution of any resulting contract or order, the Dunbarton Cemetery Trustees and the Town of Dunbarton shall incur no liability of any kind.

Offer: The undersigned hereby offers to sell to the Dunbarton Cemetery Trustees the commodities or services indicated in the following page(s) of this RFP at the prices(s) quoted in complete accordance with all conditions of this RFP.

Company Name: _____

Address: _____

Telephone #: _____

Fax #: _____

E-mail: _____

Authorized Signature: _____

(TYPE OR PRINT NAME)

A person who is authorized to legally obligate the responding vendor must sign this document. A signature on this document indicates that all Dunbarton Cemetery Trustees terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The

responding vendor shall also be subject to Dunbarton Cemetery Trustees terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

The Dunbarton Cemetery Trustees engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS: In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

TERM: The contract, and all obligations of the parties hereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the Dunbarton Cemetery Trustees shall be under no obligation to reimburse the Vendor for any such work.

CONTRACT PRICE: The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the Dunbarton Cemetery Trustees, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the Dunbarton Cemetery Trustees. The payment by the Dunbarton Cemetery Trustees of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The Dunbarton Cemetery Trustees shall have no other liability to the Vendor.

DELIVERY: If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the Dunbarton Cemetery Trustees may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the Dunbarton Cemetery Trustees for any excess costs.

If a vendor is unable to complete delivery by the date specified, he/she must contact the Dunbarton Cemetery Trustees. However, the Dunbarton Cemetery Trustees are not required to accept a delay to the original delivery date.

INVOICING: All invoices must be in duplicate showing Contract Name, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each month. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the Town of Dunbarton business office, whichever is later.

EVENT OF DEFAULT – REMEDIES:

Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default")

- Failure to deliver the goods or services satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- Failure to perform any of the other covenants and conditions of this agreement.

Upon the occurrence of any Event of Default, the Dunbarton Cemetery Trustees may take any one, or more, or all, of the following actions:

- Give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective

- two (2) days after giving the Vendor notice of termination; and
- Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the Dunbarton Cemetery Trustees determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
- Set off against any other obligation the Dunbarton Cemetery Trustees may owe to the Vendor any damages the Dunbarton Cemetery Trustees suffers by reason of any Event of Default; and
- Treat the agreement as breached and pursue any of its remedies by law or in equity, or both.

WAIVER OF BREACH: No failure by the Dunbarton Cemetery Trustees to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Dunbarton Cemetery Trustees to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

VENDOR'S RELATION TO THE TOWN: In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the Town. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the Town nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the Town to its employees.

ASSIGNMENT AND SUBCONTRACTS: The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the Dunbarton Cemetery Trustees. No work required by this contract shall be subcontracted without the prior written consent of the Dunbarton Cemetery Trustees.

INDEMNIFICATION: The contractor shall defend, indemnify and hold harmless the Dunbarton Cemetery Trustees, from and against any and all losses suffered by the Town, its officers and employees, and any and all claims, liabilities or penalties asserted against the Town, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Town of Dunbarton, which immunity is hereby reserved to the Town of Dunbarton. This covenant shall survive the termination of this agreement.

TOXIC SUBSTANCES: In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

AMENDMENT: This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

CONSTRUCTION OF AGREEMENT AND TERMS: This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

ADDITIONAL PROVISIONS: The additional provisions (if any) have been set forth as Exhibit "A" hereto.

ENTIRE AGREEMENT: This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

INVITATION TO BID FOR CONTRACT FOR: **CEMETERY MAINTENANCE**

PURPOSE:

The purpose of this invitation to bid is to establish a contract between a contractor and the Dunbarton Cemetery Trustees for Cemetery Maintenance as needed, during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

CONTRACT TERM:

The term of the contract shall be from **January 1, 2010 through December 31, 2011**, a period of approximately (2) two years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful contractor and the Dunbarton Cemetery Trustees. Any extensions to the contract will be in one (1) year increments; the contract shall be extended for no more than two (2) years.

The Dunbarton Cemetery Trustees shall have the right to terminate the contract at any time by giving the contractor a thirty (30) day written notice.

BID PRICES:

The prices bid by the successful contractor shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges.

ABILITY TO PROVIDE:

Successful contractor **must be capable** of providing each cemetery with proper Cemetery Maintenance without any delay or substitution.

BILLING:

All invoices will be directed to Dunbarton Cemetery Trustees c/o Town of Dunbarton business office as listed. Billing will be monthly throughout the contract period only after service is completed. Invoices must include contract name, cemetery location, date(s), and services provided (e.g. spring clean up, mowing and trimming, or pre-burial preparation).

CONTRACT AWARD:

The award of the contract shall be based upon the **total net low bid, and as the Dunbarton Cemetery Trustees deems to be in the best interest of the Town** indicated in the "offer" section of this bid invitation. Due consideration will be given to all other stipulations of this bid invitation to include but not limited to, **proven performance** of service offered and contractor's previous internal and external references.

EXHIBIT A

Contract is for the following cemeteries:

- **Center Cemetery** - East side of Stark Highway North (Route 13) and north of the Town Office Building at 1011 School Street.
- **Pages Corner Cemetery** - East side of Stark Highway North (Route 13) and approximately .2 miles south of Pages Corner (intersection of NH Routes 13 & 77).
- **East Cemetery** - Adjacent to the intersection of Robert Rogers Road and Montalona Road.

The term "maintain" and/or "maintenance" shall mean that the contractor is responsible for the following stipulations:

Spring & Fall Cleanup:

This shall include the removal of leaves, stones, branches and any other material not consistent with good lawn care. Spring & Fall cleanup shall include regular mowing, trimming, and brush clearing. Spring cleanup shall be done prior to Memorial Day with fall cleanup completed no later than November 15th.

Regular Mowing:

Regular mowing shall be cutting of the grass and maintaining the height 2.5" to 4" consistent with the area being mowed to preserve a neat appearance, subject to the approval of the Cemetery Trustees. Mowing shall include the entire Cemetery in each case, and in addition include - the current unused portion of the Center Cemetery to the eastern most boundary as well as the area between the fence and Route 13 extending to School Street at Center Cemetery; and the section between the fence and Robert Rogers Road at East Cemetery. Mowing in a particular cemetery must be done completely once started and if not completed the same day must be completed the following day, weather permitting. Regular mowing shall include removal of grass clippings (e.g. raking, bagging, sweeping, or by a combination thereof), this shall be left to the Vendor's discretion.

Trimming:

Shall include along the fences, stonewalls, headstones, and in and around all areas not able to be mowed by a mower. Trimming of grass shall follow the specification used for Regular Mowing, so to keep a consistent and neat appearance.

Brush Clearing:

It is the intent that all brush be cleared within, up to, and include the boundaries of the cemeteries, to include branches overhanging the fences that inhibit normal activity (i.e. walking or mowing) in and around the cemetery. Particular concern is the Southern, Western, and Eastern boundaries at Page's, the Northern and Eastern boundaries of the Center, and the Northern and Western boundaries of the East Cemetery

Pre-Burial:

To give a neat appearance for the upcoming ceremony, with sufficient notice, the Contractor shall mow and trim the surrounding area of the impending burial location. This will be on an as needed basis determined by the Dunbarton Cemetery Trustees.

EXHIBIT B

CONTRACTOR TO FILL IN ALL APPLICABLE SPACES

MAINTENANCE RATES (per year basis):

Normal working hours:

Mowing, to include Trimming \$ _____

Brush Clearing \$ _____

Pre-burial with notification:

Sufficient Notice _____ days

Mowing & Trimming \$ _____

Clean Ups:

Spring Clean Up \$ _____

Brush Clearing \$ _____

Fall Clean Up \$ _____

Brush Clearing \$ _____

TOTAL – per year

\$ _____

EQUIPMENT REQUIREMENT:

The successful contractor must have at their disposal the proper equipment to service the cemeteries properly.

NON-BILLING CHARGES TO THE DUNBARTON CEMETERY TRUSTEES:

The Dunbarton Cemetery Trustees shall not be charged for mileage and/or labor charges during travel time.

EXHIBIT C

INSURANCE:

Prior to award of this contract, the contractor shall furnish a Certificate of Insurance as evidence of existence of broad form comprehensive general liability (CGL) in minimum amount of not less than \$250,000.00 per claimant, and \$500,000.00 per incident to include fire and extended coverage in an amount not less than 80% of the whole replacement value of the property.

Prior to award of this contract, the contractor shall furnish a Certificate of Insurance as evidence of existence of Worker's Compensation Insurance for statutory limits.

Prior to award of this contract, the contractor shall furnish a Certificate of Insurance as evidence of existence of Automobile insurance for owned, hired & non-owned vehicles with a combined limit of \$500,000.

The contractor shall, at its sole expense, obtain said insurance and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the Town. The certificates shall contain a clause prohibiting cancellations or modifications of the policy for the duration of the contract.

The policies described above shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire.

QUALIFICATION OF CONTRACTORS:

The contractor must list on the bid provided, at least three clients currently being serviced within the State of New Hampshire, and that the clients listed demonstrate successful services listed within this bid. (If you cannot list three (3), please list as many as you can)

List of Clients:

_____, Contact person, _____ Phone # _____

_____, Contact Person, _____ Phone # _____

_____, Contact Person, _____ Phone # _____

CONTRACTOR PLEASE COMPLETE:

CONTRACTOR NAME & ADDRESS

5 October 2009

CONTACT PERSON _____

CONTACT PERSON E-MAIL _____

TEL.# _____ FAX# _____

REMIT ADDRESS _____

VISUAL REVIEW OF CEMETERY LOCATIONS, BIDDERS TAKE NOTE:

Arrangement to view the cemeteries is as follows: **10 October 2009 @ 9:00 at the Town Offices adjacent to the Center cemetery.** This will be a pre-bid walk around to explain the terms and conditions as well as the expectations of the Dunbarton Cemetery Trustees, please **RSVP** by contacting the Dunbarton Cemetery Trustees. The Dunbarton Cemetery Trustees are listed on pages 8 of this bid.

Bidders are responsible for having ascertained pertinent local conditions, such as locations, accessibility and general character of the sites, knowledge of conditions affecting the work, and equipment requirements to perform all work bided. The act of submitting a bid is to be considered full acknowledgment that the bidder inspected the site and is familiar with the conditions, requirements and specifications of the specified locations.

OFFER:

Contractor hereby offers to furnish Cemetery Maintenance service to the Dunbarton Cemetery Trustees, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

VENDOR OFFER FORMAT:

THIS BID MAY HAVE BEEN DELIVERED TO YOU IN ONE (1) OF SEVERAL FORMATS. REGARDLESS OF THE FORMAT UTILIZED TO RECEIVE THIS BID, VENDORS MUST RETURN THEIR COMPLETED SIGNED HARD COPY OFFERS TO THE DUNBARTON CEMETERY TRUSTEES BEFORE **3:00 ON FRIDAY, 30 October 2009.** BIDDER MUST RETURN ALL ISSUED PAGES COMPLETED AND SIGNED WHERE REQUIRED.

PLEASE BE SURE TO **COMPLETE AND SIGN PAGES 1 AND 7 (DUNBARTON CEMETERY TRUSTEES TERMS AND CONDITIONS), AND RETURN WITH BID OFFER (PAGE 6)**

Mailing address will be:

**Dunbarton Cemetery Trustees
Town of Dunbarton
1011 School Street
Dunbarton, N.H. 03046**

Bid opening @ 7:30 pm on Tuesday, 3 November 2009

Bids must be clearly marked "sealed bid" and must indicate "Cemetery Maintenance".

BID RESULTS:

Bid results will not be given over the telephone. For Vendors wishing to attend the bid Opening: **Only the names of the Vendors submitting responses will be made public.** Specific response information will not

5 October 2009

be given out, Bid results will be mailed to you if you include a self-addressed envelope with the correct amount of postage on it or Bid results may also be viewed on our web site at:

<http://dunbartonnh.org/bulletinboard/bb.htm>

Cemetery Trustees

Richard Schaeffer, Chairman, 774-2574 (H)

Brian Pike, 774-6705 (H), 271-0393 (W)

Gary Maccubbin, 774-3379 (H)