

Cicero Township Trustee

Cemetery Maintenance Specifications

Cicero Township Trustee, Tipton County, is accepting proposals from qualified contractors to provide complete landscaping maintenance for 8 cemeteries in Cicero Township from **April 1st, 2018 to April 1st, 2019**. (Please see Appendix for cemetery descriptions)

Services:

Landscaping maintenance duties shall include keeping all cemeteries clean, well-groomed and in a presentable condition, satisfactory to the Township Trustee. The contractor shall have and use all necessary tools and equipment in order to satisfactorily perform all duties of the Cemetery Maintenance Contract. The Cicero Township Trustee shall not be responsible for repairs, maintenance, fuel, lubricants or other supplies used for and in the contractor's tools and/or equipment.

Contractor General Duties

Lawn areas will be cleared of all litter and organic matter prior to each mowing/trimming and disposed of. Trim all shrubbery at least once per each year. Keep grounds cleared of fallen limbs, twigs and brush. Contractor will not be responsible for fallen trees or large limbs exceeding 12 inches in diameter. Trimmings and brush must be removed from the cemetery by the contractor. All lawn areas inaccessible to mowing equipment will be maintained by string trimmer to maintain proper turf height. All trees and head stones are to be trimmed around at each mowing service with a string trimmer. Every effort will be made to keep string trimmer and mowers from girdling bark on trees and shrubs.

Contractor Seasonal Obligation:

Spring

Remove all leaves by the first Friday of May. Keep cemeteries mowed and cleared of limbs, twigs and brush. Grass, brush and weeds must be trimmed to the ground around the monuments so that grounds are in best possible condition in the days prior to Memorial Day. Lawn areas will be cleared of all litter and organic matter prior to each mowing/trimming and disposed of.

Spring and Summer

Remove any dead flowers, funeral displays or floral arrangements as needed. Funeral displays and floral arrangements may be hauled away by contractor or placed in the Township dumpster located at 750 Development Dr. Tipton.

Fall

Maintain cemeteries in the same manner as during the spring and summer by trimming, mowing. Removing brush, trash and debris as required.

Winter

Weather permitting keep cemetery grounds cleared of brush and limbs and trash.

Term/Termination:

This agreement shall remain in effect to ***April 1st, 2018 to April 1st, 2019***. In addition, either party shall have the right to terminate this agreement without cause by providing a thirty (30) day prior written notice, mailed to the other party in accordance with the notice provisions hereof. The Cicero Township Trustee shall also have the right to terminate this agreement for cause in the event of a breach of terms by contractor that is not corrected following receipt of written notice thereof. In the event the agreement is terminated prior to its expiration, the contractor shall submit an itemized record of costs for services performed through the termination date. The Cicero Township Trustee shall have ten (10) business days from receipt of said invoice to review and object to contractor's charges; and the costs for non-disputed completed services will be paid to contractor in full and complete satisfaction of Muskingum Township's obligations under this agreement.

Equipment and supplies:

Contractor shall be responsible for providing materials and equipment to perform the services. Contractor waives all rights of recovery from Cicero Township Trustee because of loss or damage to contractor's material or equipment in performing services.

Billing/Payment:

Contractor will provide the lawn maintenance service for the net amount specified. No changes in the rate provided therein shall be effective unless mutually agreed by the parties in writing. Payment of the net undisputed amount of each invoice shall be due from the Cicero Township Trustee thirty (30) days following its receipt.

Additional Services:

Except for emergency services verbally approved by the Cicero Township Trustee prior to commencement of said work, the Contractor shall not perform any services outside the scope of this agreement until written request or purchase order from Cicero Township Trustee has been received and the contractor shall not be compensated for the performance of any such services in such event. Contractor invoices for any authorized work provided in addition to services contracted for under this agreement shall itemize all time and materials used. Labor hours will be broken down to per man-hours.

Insurance Requirements:

Contractor agrees to obtain and maintain during the term of this agreement, and furnish a certificate of insurance therefore, the following policies of insurance (a) Commercial vehicle liability insurance (b) Commercial general liability insurance with contractual liability coverage of \$1,000,000 each occurrence. Contractor shall maintain in effect worker's compensation insurance and any other insurance required by applicable local, state and federal law and regulations. Copy of worker's compensation and liability insurance is due when bid is submitted.

Independent Contractor:

Contractor shall be deemed an independent contractor and shall have exclusive control and direction of the persons providing the services. Contractor shall not be deemed an agent, servant, or employee of the Cicero Township Trustee and shall make no misrepresentation to any third parties concerning its relationship to the Cicero Township Trustee. The Cicero Township Trustee will use the "E-Verify" system to verify eligible employment in the United States. Furthermore, the Cicero Township Trustee will adhere to the adopted 2015 "Nepotism in Contracting Policy".

Proposals must be delivered in a sealed envelope to the Cicero Township Trustee by March 23rd , 2018 at the following address:

**Cicero Township Trustee
Korey Henderson
750 Development Drive
Tipton, IN. 46072**

Each Proposal shall include the following information:

1. Cover Letter.
 - a. The cover letter shall be signed by a member of the landscaping maintenance firm empowered to commit the firm to a contractual arrangement with the Township. The cover letter shall also identify the person who will be responsible for regular communications with the Trustee.
2. Contractor Background.
 - a. Provide information on the firm's background, including;
 - i. Organization, size and office location(s).
 - ii. A description of the range of services provided by the firm. Specify any areas of expertise the firm has, or members of the firm that have special qualifications to handle landscaping maintenance obligations.
3. Experience and References.
 - a. Years of operation under the current business name.
 - b. Provide descriptions of prior experience with similar landscaping maintenance duties undertaken within the last 3 years. Include all experience with any and/or all public entities and municipalities.

Proposal Review, Evaluation and Selection Process

Selection of a proposal shall be made at the complete discretion of the Cicero Township Trustee. The Trustee reserves the right to accept or reject any and/or all proposals. All submissions r parts thereof become property of the Cicero Township Trustee and are subject to Freedom of Information Act release.

The Trustee shall evaluate proposals based upon proposal price, the firm's ability to provide the service required qualifications of personnel, reference analysis and past experience of the firm with similar landscaping maintenance duties.

Each firm will receive notification from the Cicero Township Trustee of the acceptance or denial of their respective proposal.

APPENDIX

	<u>Approximate Acreage</u>	<u>Structures On Property</u>
Missionary Regular Baptist Church C.R. 400 West, ½ mile north of S.R. 28	0.18	0
Stewart Cemetery Division Rd. and C.R. 500 West, S.E. Corner	1.00	0
Goddykoontz Cemetery C.R. 500 South and C.R. 75 West, N.W. Corner	0.33	0
Sumner Cemetery C.R. 550 South, East of C.R. 50 West	1.94	0
Sandbank Cemetery C.R. 100 South, ¼ mile East of C.R. 100 East	0.77	0
Moldentown Cemetery C.R. 100 South ½ mile east of C.R. 500 West	0.10	0
Goar Cemetery C.R. 300 West and C.R. 150 North	1.00	0
Bethsaida Cemetery C.R. 350 South and C.R. 575 West	1.16	0
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Approximate Total Acreage:	6.48	