

# Alamance County Government

124 WEST ELM STREET • GRAHAM, NC 27253

## REQUEST FOR PROPOSAL FOR RECREATION DEPARTMENT HORSE RIDING SERVICES RFP#

September 6, 2023



**Issued By:**

Recreations and Parks Department

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**Program Superintendent**

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*This specification has been developed specifically for RECREATION DEPARTMENT HORSE RIDING SERVICES.*

*Therefore, all bidders are urged to review this package in detail before submitting their quote.*

**COMPANY INFORMATION SHEET**  
**RECREATION DEPARTMENT HORSE RIDING SERVICES**  
**RFP#**

1. NAME OF FIRM .....
  
  2. OWNER OF FIRM \_\_\_\_\_
  
  3. NUMBER OF YEARS IN BUSINESS \_ \_ \_ \_ \_
  
  4. IS BUSINESS FULL OR PART-TIME \_ \_ \_ \_ \_
  
  5. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS \_\_\_\_\_
  
  6. DO YOU MAINTAIN AN OFFICE THAT IS STAFFED DURING NORMAL DAILY WORKING HOUR?  
\_\_\_\_\_
  
  7. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT  
YOUR FIRM IS AWARDED THE CONTRACT? \_ \_ \_ \_ \_
- TELEPHONE NUMBER .....

## SCOPE OF SERVICE

### REQUEST FOR PROPOSAL

#### Objective:

Alamance Parks is seeking a private contractor to provide equestrian trail rides to public at the newly constructed equestrian center at Cedarock Park.

#### Expectations:

Contractors should:

- Provide horse trail rides beginning in spring 2024 or sooner.
- Provide adequate horses, tack and safety equipment to members of the public.
- Provide all feed, veterinary care and other services required for the horses.
- Provide materials (seed/fertilizer) to reseed the horse pasture annually at the rates of: 15 lbs/acre of fescue and fertilizer at the recommended rate indicated by a soil test.
- Provide trail rides to the public via reservation a minimum of two days per week (Saturday and Sunday) and a maximum of seven days per week. Access to department's reservation software is available and free.
- Preferably availability would be provided for at least 4 group rides per day for at least 6 riders.
- Provide advanced notice of inability to provide service on a particular weekend.
- Utilize department reservation software or implement own to provide reservation access to the general public.
- Provide complimentary insurance to the county's policy. This should include \$1 million in liability coverage.
- All rides supervised by trained employees.

Alamance Parks will provide the following services in concert with the horse trail riding service:

- Trail Maintenance
- Mowing and Landscaping of horse facilities
- Electrical and water service
- Maintenance of barn structure

### SUBMISSION GUIDELINES

Submissions must include the following information:

- Calendar proposal for active months including any weekends, days or time slots that the service will not be offered
- Daily schedule proposal
- Fee structure for rides
- The maximum amount of people you plan to take on rides
- Ages and weight limits you would place on the service as well as any other restrictions you would need to have in place such as lead time required for reservations
- Any requirements the park system will need to provide in order to provide the service.
- Supervision and staffing plan

Submissions can include Optional services such as:

- On site lessons
- Birthday Parties
- Advanced instruction
- Pony Rides
- Mid-week activities

Contractor must provide the following:

- Care and feeding of animals
- Cleaning of stalls/barn interior
- Tack and other equipment needed
- Proof of insurance including at least \$1 million in liability coverage (further details as provided below).

Caveats:

Alamance Parks reserves the right to close trails for wet conditions, inclement weather or other conditions.

### **SPECIAL CONDITIONS**

1. **INSURANCE** - The successful bidder shall provide to Alamance County certificates of insurance of the following minimum levels of insurance coverage. Insurance coverage shall remain in force for the entire duration of the contract period. AlamanceCounty shall be an additional named insured.

-Workers Compensation

The Contractor shall maintain Workers Compensation and Employers Liability Insurance affording:

- (a) Protection under the Workers Compensation Law of all States in which the work is to be performed or where the employee resides or must travel.
- (b) Employers Liability protection subject to a limit of not less than \$500,000.00.

A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give (30) days prior notice in the event of cancellation of or major change in the insurance.

-Comprehensive General Liability

- (a) The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than:  
Bodily Injury & Property Damage: \$1 Million Single Limit each accident

This coverage must include:

- (1) Blanket contractual coverage to provide coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that such paragraph is insured and it must be signed by the insurance company, not the agent or broker.
- (2) Contractor's protective coverage for his subcontractors.
- (3) Horse specific insurance to be agreed upon between the service provider's insurance and the Alamance County's insurance representative.

A Certificate of Insurance shall be issued confirming this coverage under a Comprehensive General Liability policy. EACH TYPE OF COVERAGE REQUESTED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE.

## **SPECIAL CONDITIONS**

### **(b) SAFETY GUIDELINES**

The Contractor shall perform all work in accordance with all state and federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary personal protective equipment to its employees, partners, agents, customers, invitees, Contractors and subcontractors (if not provided by contractors and subcontractors). The Contractor shall provide all necessary and required protective devices as required under state and federal safety regulations.

The County's personnel shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with State and Federal safety regulations. Should the County personnel identify any areas of concern the Contractor shall at his expense address these concerns to the satisfaction of the County's management. Should the Contractor fail to remedy any identified safety concerns where feasible the County's management or shall have functional authority to halt the service until said safety concerns are corrected to County personnel's satisfaction.

Should the Contractor fail to remedy any verifiable safety concerns identified by County personnel, the County at its option may cancel any agreements, reserving for itself any remedies it may have for breach of contract.

Have a representative on the work site when a lower tier subcontractor is performing any work, even if no work is being performed by Contractor's direct work forces. This representative shall be responsible for assuring that applicable safety, health, and environmental rules and regulations are observed and in addition shall be responsible for responding to medical emergencies related to subcontractor's employees or sub-subcontractors.

Protect the safety and convenience of the general public. Perform work as necessary to protect the general public from hazards.

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of Alamance County or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses or damages sustained by the Alamance County, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

- (c) **AWARD OF BID** - Contractor will be chosen based upon the perceived quality of service, pricing and availability. The County's intent is to award a single contract to a sole provider.
  
- (d) **PERSONNEL** - It shall be the successful bidder's responsibility to furnish sufficient personnel to accomplish the job.
  
- (e) **RIGHT TO REJECT** - The County reserves the right to reject any or all quotes and to award this contract in whole or in part, as is deemed in the best interest of the Alamance County.
  
- (f) **CONTRACT PERIOD** - **The initial contract shall be for one year/riding season for the 2024 season. The contract shall begin in 2024 and run through December 31, 2024 for the first year.** Riding season may be extended depending upon the weather. If mutually agreeable, this contract may be extended annually for up to two (1) year periods for the 2025 and 2026 riding seasons.
  
- (g) **CANCELLATION** - The contract may be cancelled upon thirty (30) days written notice by either party unless work proves unsatisfactory, in which case, the contract may be cancelled immediately. If contractor fails to perform services the next qualified bidder will be awarded the bid.



(h) **CONTRACTOR AND EMPLOYEES** -The contractor shall use only qualified personnel on the job and shall be responsible for insuring that employees abide by all rules and regulations.

(i) **PRE-BID MEETING AND ADDENDUMS** -All interested parties are encouraged to attend the pre-bid meeting. Any issues or addendums may be discussed. Addendums will be issued in writing and must be acknowledged on your submittal. Quotes received without addenda acknowledgement will be deemed non-responsive.

(j) **CERTIFICATE OF INSURANCE** - The successful company shall submit the required Certificates of Insurance upon award of the services contract.

(k) **SECURITY** - The vendor shall be responsible for providing and updating a list of the vendor's employees working at any of the locations. Background Checks must be provided for all vendor employees and sub-contractors utilized for this contract. Vendor shall comply with all security measures required by Alamance County. All facets of grounds, property and building security will be discussed with the awarded contractor.

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGREEMENT Made as of the \_\_\_\_ day of \_\_\_\_ in the year 2023 BETWEEN (Contractor) and County of Alamance (Owner).  
The Owner and Contractor agree as set forth below.

### **ARTICLE 1 THE CONTRACT DOCUMENTS**

1.1 The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

### **ARTICLE 2 THE WORK OF THIS CONTRACT**

2.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

### **ARTICLE 3 CONTRACT TERM**

3.1 The initial term of contract shall be for one year for the 2024 riding season until December 31, 2024 with (2) consecutive one year renewals upon mutual agreement by the Owner and Contractor for 2025 and 2026 riding seasons.

### **ARTICLE 4 SAFETY GUIDELINES**

4.1 The Contractor shall perform all work in accordance with all state and federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary personal protective equipment to its employees, partners, agents, customers, invitees, Contractors and subcontractors (if not provided by contractors and subcontractors). The Contractor shall provide all necessary and required protective devices as required under state and federal safety regulations.

The County 's personnel shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with State and Federal safety regulations. Should the County personnel identify any areas of concern the Contractor shall at his expense address these concerns to the satisfaction of the County's management. Should the Contractor fail to remedy any identified safety concerns where feasible the County' s management or shall have functional authority to halt the service until said safety concerns are corrected to County personnel's satisfaction.

Should the Contractor fail to remedy any verifiable safety concerns identified by County personnel, the County at its option may cancel any agreements, reserving for itself any remedies it may have for breach of contract.

Have a representative on the work site when a lower tier subcontractor is performing any work, even if no work is being performed by Contractor's direct work forces. This representative shall be responsible for assuring that applicable safety, health, and environmental rules and regulations are observed and in addition shall be responsible for responding to medical emergencies related to subcontractor's employees or sub-subcontractors.

## **ARTICLE 5**

### **DEFAULT**

5.1 In the event complaints concerning service are received the Contractor shall be provided a summary of complaints for resolution by the Contractor. Failure by the Contractor to address complaints and concerns in a timely manner, to the satisfaction of the Owner, shall subject the Contract to immediate termination for non-performance at the sole discretion of the Owner.

5.2 The Owner agrees to provide access to the Contractor and its employees as may be required to permit the performance of the duties set forth herein, and its failure to do so will excuse non-performance of Contractor as to any duties made impossible due to non-access to any such area.

## **ARTICLE 6 TERMINATION**

6.1 This Contract shall continue in force until terminated by either of the parties. Either party may terminate this Contract by giving the other party thirty (30) days written notice of its intent. Notice to the Owner shall be given to the County Manager. Notice to the Contractor shall be sent to the Contractor's address of record.

## **ARTICLE 7 FORCE MAJEURE**

7.1 Neither party shall be liable to the other for the failure to perform its duties if such failure is caused by a natural catastrophe, riot, terrorist act, sabotage, war, court order, strike, fire, or act of God, except as set forth in this section.

7.2 If any act or event of Force Majeure occurs; the party affected or relying thereon to excuse its performance hereunder shall give oral notice to the other party as soon as reasonably practicable and shall deliver to the other party within twenty-four (24) hours after such oral notice, written notice setting forth such information as may be available to it with respect to the nature, extent, and effect of the act or event of Force Majeure.

## **ARTICLE 8 BACKGROUND CHECKS**

8.1 Prior to starting work under this Contract, the Company will conduct a background check on each Company employee assigned to work on the Contract, and shall require its subcontractors (if any) to perform a background check on each of their

employees assigned to work on the Contract (collectively, the "Background Checks"). Each Background Check must include: (a) a search for any criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a credit reference check.

The Company must follow all State and Federal laws when conducting background checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify Alamance County of any information discovered in the background checks that may be of potential concern for the health, safety, security and welfare of Alamance County and the citizens of Alamance County.

The County may request that principals of the Company submit to background checks as Alamance County deems appropriate. Unless protected by an exception to the public records law, background checks conducted by the County may be subject to public review upon request.

The employees of the successful bidder independent contractor shall in no way be considered an employee of the County by virtue of this background check policy.

## **ARTICLE 9 INDEMNIFICATION**

9.1 To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contractor under the contracts entered into by the Contractor in connection with the work to be performed.

## **ARTICLE 10 NON-DISCRIMINATION**

10.1 The Contractor shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Contract. Nor shall any person be excluded from participation in, or be denied the benefits of any project constructed under this Contract on the grounds of race, color, national origin, sex, age, or disability.

**ARTICLE 11  
LAW CONTROLLING AND VENUE**

11.1 The laws of the State of North Carolina shall control and govern this Contract. Venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, North Carolina.

**ARTICLE 12  
NON-ASSIGNMENT**

12.1 This Agreement is not assignable by either party, by operation of law or otherwise.

**ARTICLE 13  
MODIFICATION**

13.1 This Contract may be modified only by a written agreement executed by both parties hereto.

**ARTICLE 14  
INTEGRATION**

14.1 This Contract sets forth the entire agreement between the parties and supersedes any and all other agreements on this subject between the parties.

**ARTICLE 15  
INSURANCE**

15.1 The Contractor shall maintain the insurance as detailed in the Special Conditions section above during the contract period.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

ATTEST:

ALAMANCE COUNTY

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Heidi York, County Manager

ATTEST:

CONTRACTOR

\_\_\_\_\_  
Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Susan Evans, Director of Finance