



# Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742  
Email: [milton@miltontwp.org](mailto:milton@miltontwp.org) Website: [www.miltontwp.org](http://www.miltontwp.org)

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## **REQUEST FOR PROPOSAL**

### **2021 Lawn Maintenance**

The Township of Milton, Cass County Michigan, is requesting proposal froms qualified contractors for Lawn Maintenance services for the 2021 season.

Proposals must be completed on the **Proposal Form provided by Milton Township (attached)**. Additional copies of the proposal forms are available at the Milton Township Hall at 32097 Bertrand Street, Niles, MI 49120 or at [www.miltontwp.org](http://www.miltontwp.org).

Milton Township reserves the right to waive any informality in the request for proposals; to reject any or all proposals; and to award the contract in a manner which it considers to be in the best interest of the township. The Township reserves the right to use whatever reasonable and sensible evaluation techniques it deems appropriate.

### **SECTION 1 – Lawn Maintenance Service Specifications**

The prices submitted on the Proposal Form should be calculated on a “per service” basis. After a Contractor has been selected, said Contractor and Township may jointly determine any changes to the components of each type of service. The Contractor and the Township may also jointly define and determine additional service arrangements as necessary.

### **Township Property Lawn Maintenance**

- A. Milton Township Hall and SMCAS Building 32097 Bertrand St. Niles, MI 49120
- Complete all lawn care operations outside of township planned events. Administrative Assistant will provide a weekly calendar update.
  - It shall be the contractor’s responsibility to provide adequate lawn care equipment
  - Weed whipping and blowing off all driveways, parking areas, sidewalks, and porches free of debris, leaves (new and old) and grass.
  - Trim all landscaping and weeding for **4 hours per week** in the front of the Township.
  - Lawn mowing shall be done once every other week starting the first week in April until the last week of October.
    - If a drought is in effect, no mowing unless requested.
    - If large amounts of rain occur, additional mowing may be required at the request of a Township official.
  - All lawn care services will be performed to the complete satisfaction of the Township. If, in the opinion of the Township, lawn care is insufficient or incomplete, the contractor will make necessary corrections without additional cost.

- If brush, etc., removal/hauling from premises is required, the Township will notify vendor and issue a work order for billing
- Baseball diamond dirt areas will be smoothed out once a month
- Trash emptied in front of the Township Hall, the playground and ball diamond areas

### **Multi-Use Path**

- Lawn care services for the Multi-Use path on Gumwood Road between the Indiana state line and Redfield Street
- Multi-Use Path maintenance will include mowing, leaf blowing and removal of trash debris. The goal is to keep this area clean and as nice as our Township Hall area

### **SECTION 2 – General Requirements & Payments**

- Must provide proof of general liability. In addition, Contractor shall carry Workers Compensation Insurance and provide evidence of said coverage to the Township. The Contractor shall also carry comprehensive property damage insurance coverage and shall provide evidence of said coverage to the Township.
- Invoices shall be submitted monthly. If received the 2<sup>nd</sup> Tuesday, no later than 5:00 PM to the Clerk's office, your invoice will be considered submitted for payment in that month. The board approves and pays vendors at the monthly meeting, usually occurring on the 3<sup>rd</sup> Tuesday of the month.
- Invoices need to include dates, times and services performed
  - If special requests are made, the name of the person shall be included on the invoice.
  - Extra services requested by the Township will be itemized separately.
- Prices which differ from those quoted will not be paid unless prior consent is given in writing by the Township.
- The Township is classified as a tax-exempt governmental organization, and as such does not pay sales tax.
- The contractor shall take all necessary precautions to conduct the work in a safe manner, to prevent injury to persons or damage to property. Any damage caused by the contractor to the Township's property, will require restitution for repairs to same. This shall include, but not be limited to, such items fences, signs, posts, buildings, automobiles, etc.
- The contractor agrees to hold harmless and indemnify the Township for all damage, costs, and attorney fees that arise out of harm caused to the contractor's employees, subcontractor's employees, and other third parties, known and unknown, by the performance or lack or performance of the specified work.
- Township hours: Monday through Friday 9am-5pm.
- The contract may be cancelled by either party upon 30 days written notice.

### **SECTION 3 – Bid Process:**

- The Township will select a vendor through a review of: RFP submittals; reference verification; total estimated costs; and/or interviews prior to the selection.
- Proposals must include a single price per mowing.
- The Township Board is the only body who may legally commit the Township to the expenditure of funds for a contract resulting from this solicitation. No costs chargeable to the proposed contract may be incurred before receipt of a fully executed contract.
- The Township also reserves the right at its sole discretion, to waive informalities and/or errors in the bidding process.
- The Township reserves the right to accept any bid deemed to be in the best interest of the township, including bids that are not for the lowest amount.
- Faxed proposals are not acceptable. The vendor is responsible for the timely delivery of the proposal.
- Any proposal received after the deadline will not be considered.
- Sealed bids shall be submitted to the Milton Township Clerk at the Milton Township Hall, 32097 Bertrand St., Niles, MI 49120.
- **Sealed bids shall be marked on the outside, “Sealed Bids for Milton Township Lawn Maintenance” proposal.**

### **Hold Harmless**

The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the Township and its elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all cost from administrative proceedings, court costs and attorney fees that the Township and its elected and appointed officers, employees and agent may incur as a result of the acts, omissions or negligence of the contractor or its employees agents or subcontractors that may arise out of the agreement.

### **Deadline for submission**

Sealed Proposals must be submitted to, and be on file with the Milton Township Clerk on or before Tuesday, April 20, 2021 at 4:00pm Bids will be opened on Tuesday, April 20 at the 7:00pm Board of Trustee meeting. Late bids will not be accepted.

### **Attachments**

1. Provide the name and credentials of all personnel employed by the Contractor.
2. Provide at least two (2) client references for similar work
3. Provide certificates of insurance for liability and workers compensation coverage.

# CONTRACTOR PROPOSAL FORM

## Lawn Maintenance Services

### MILTON TOWNSHIP, CASS COUNTY, MICHIGAN

**Proposal Submitted by Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**The undersigned (individual) (partnership) (corporation), duly organized under the laws of the State of Michigan, having carefully read and considered the terms and conditions of the Request for Proposal (RFP) for Lawn Maintenance, does hereby offer to perform such services on behalf of the Township of Milton. The type of service and quality of service performed in the manner described is the RFP and subject to and in accordance with the terms and conditions set forth in the RFP at the rates hereinafter set forth.**

Further, the undersigned:

- a) Proposes to furnish all labor, equipment and materials necessary to perform the Contract requirements.
- b) Agrees to perform all required work in accordance with all elements of this Proposal.
- c) Submits this Proposal in good faith and without fraud or collusion.
- d) Submits the Proposal based solely upon the undersigned own independent business judgment.

The undersigned submits the Unit Prices herein for contracted Lawn Maintenance services for the Township of Milton.

<b>Lawn Maintenance</b>	Mowing Park	Mowing Township	Weed Removal	Tree/Hedge maintenance	Trimming around trees poles etc.
Milton Township Hall and SMCAS	\$	\$	\$	\$	\$
Multi-Use Path Mowing, Blowing and Clean up of debris	\$				

**IRAN ECONOMIC SANCTIONS ACT**

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are not the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

\_\_\_\_\_ Is not providing goods or services of \$20,000.00 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

\_\_\_\_\_ is not a financial institution that extends \$20,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided to the Township Board, under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

<b>UNDERSIGNED PROPONENTS SIGNATURE</b>
By:
Date:
Title:
Company Name:
Address:
Telephone Number: