

# **REQUEST FOR PROPOSAL**

## 2015 Park and Cemetery Maintenance

Bid should be sent in care of:

Niles Charter Township  
Attn: Clerk, "Sealed Bids for Niles Township Mowing Service"  
320 Bell Road  
Niles, MI 49120

Sealed bids should be received no later than 2:00 pm EDST on May 21, 2015. Sealed bids will be opened and recorded as received, forwarded to the Selection Committee for a recommendation to the Township Board. The public is invited to attend.

The Niles Charter Township board shall award the bid winner at June 1, 2015 board meeting.

Please contact Niles Township Supervisor or Treasurer for any questions regarding the RFP.

### Locations:

Parks: Samson Park (Photocopy 1)  
3143 Knight Drive  
Buchanan, MI 49120

And outlot on Holmes Drive (Photocopy 2)

North Firemans Park (Photocopy 3)  
399 Monroe  
Niles, MI 49120

Fulkerson Park (Photocopy 4)  
1634 Fulkerson Road  
Niles, MI 49120

Cemeteries: Johnson  
US31N (approximately 2033) Photocopy 5  
Niles, MI 49120

Higbee  
West edge of Higgins Street (will be marked by stakes) Photocopy 6  
Niles, MI 49120

Billing Address: 320 Bell Road  
Niles, MI 49120  
Contact: Niles Charter Township Clerk  
(269) 684-0870

**SECTION 1 – Requirements:**

1. Must provide proof of general liability. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the TOWNSHIP as an additional insured:
  - Insurance covering bodily injury and property damage in the minimum sum of \$500,000
  - Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.
2. Invoices will be prepared monthly and will list dates and services performed. Invoices received will be paid during the township's next regularly scheduled monthly meeting.
3. Extra services requested by the Township will be itemized separately.
4. Priority given to special dates (elections and tax collection dates)
5. Prices which differ from those quoted will not be paid unless prior consent is given in writing by the Township.
6. The price of lawn care shall include taxes, Social Security Unemployment Compensation Insurance payments, employees' fringe benefits, insurance coverage of employees, property damage insurance, public liability insurance, workers compensation and any other costs which the contractor shall incur in the performance of the agreement. The Township is classified as a tax-exempt governmental organization. Do not include sales tax or use tax for materials.
7. The contractor shall take all necessary precautions to conduct the work in a safe manner, so as 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.
8. 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 of performance of the specified work.
9. Township hall hours: Monday-Friday (8:30am-4:30pm)
10. The contract may be cancelled by either party upon 30 days written notice.

## **SECTION 2 – Service Specifications:**

1. It shall be the contractor's responsibility to provide adequate lawn care equipment.
2. Weed whipping and blowing off all driveways, parking areas, sidewalks, and porches. Edging to be included if needed.
3. 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.
4. If brush, etc., removal/hauling from premises is required, the Township will notify vendor and issue a work order for billing
5. The TOWNSHIP anticipates calling for weekly mowing's at the Parks (Samson, North Firemens and Fulkerson and out lot areas noted in this document during the annual growing seasons. The cemeteries will require monthly maintenance. The Successful Bidder and the TOWNSHIP will develop a mutually agreeable schedule for cuttings as to hours and days of the week for the various sites. The TOWNSHIP reserves the right to increase or decrease the schedule of mowings and associated lawn care that may be conducted based on actual conditions and what it determines to be in the TOWNSHIP best interest. The Successful Bidder agrees to provide prompt service consistent with the set schedule.

## **SECTION 3 – Bid Process:**

1. The Township will select a vendor through a review of submittals, reference checks, total estimated costs, and/or interviews prior to the selection.
2. Proposals must include a single price per mowing that includes each park, outlot and each cemetery.
3. 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.
4. The Township reserves the right at its sole discretion, to reject any or all proposals, for whatever reason it deems appropriate, without penalty and to not issue a contract as a result of this request.
5. The Township also reserves the right at its sole discretion, to waive informalities and/or errors in the bidding process.
6. 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.
7. Faxed proposals are not acceptable.
8. The vendor is responsible for the timely delivery of the proposal.
9. Any proposal received after the deadline will not be considered.

**Sealed bids shall be marked on the outside, "Sealed Bids for Niles Township  
Mowing Service**

Please submit the following and signed IRAN LINKED BUSINESS  
CERTIFICATION to the Township in the bid envelope.

Cost to mow:

Samson Park	_____
Outlot on Holmes Drive	_____
North Firemen's Park	_____
Fulkerson Park	_____
Johnson Cemetery	_____
Higbee Cemetery	_____

Company\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Phone\_\_\_\_\_

Authorized Agent\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Person that submits a bid on a request for proposal with Township shall certify that it is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the Township. See attached definitions regarding this certification.

The undersigned Person does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

It is not a person engaging in investment activities in the energy sector of Iran, including a person 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, or

It is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: \_\_\_\_\_

\_\_\_\_\_

\*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public on this \_\_\_\_ day of \_\_\_\_\_,  
2013.

\_\_\_\_\_

Notary Public

County, Michigan

My Comm. Expires: \_\_\_\_\_

## Definitions

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
  - (i) A commitment or contribution of funds or property.
  - (ii) A loan or other extension of credit.
  - (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
  - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
  - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) "Iran" means any agency or instrumentality of Iran.
- (e) "Iran linked business" means either of the following:
  - (i) A person engaging in investment activities in the energy sector of Iran, including a person 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.
  - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) "Person" means any of the following:
  - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
  - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).
  - (iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.