

EXECUTIVE OFFICERS

Teresa M. Close
Supervisor
Fran DeWyse
Clerk
Donna K. Samyn
Treasurer

CHARTER TOWNSHIP OF HAMPTON

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Essexville, Michigan 48732-2094
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TRUSTEES

Emily Benchley
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WEB SITE: www.hamptontownship.org

September 13, 2021

PROPOSAL NAME: Lawn Cutting/Ground Maintenance - Pondside Park for the 2022 Season

DEADLINE: October 8, 2021 @ 3:00 PM

The Charter Township of Hampton is requesting proposals from qualified contractors for Lawn Cutting/Ground Maintenance at various township locations. **Sealed proposals** will be accepted by the Hampton Clerk, 801 W. Center Road, Essexville, MI 48732 until October 8, 2021.

The bids will be opened at the October 12, 2021, Board of Trustees meeting.

The bids will be opened at the _____ Board of Trustees meeting.

1. SUBMITTAL

All proposals must be submitted in a sealed envelope or package, and must include the following information on the exterior of the package:

- Bidder’s Business Name and Address
- Proposal Name of Lawn Cutting/Ground Maintenance - **Pondside Park**
- Address as directed below:
Hampton Township
Attention: Hampton Clerk
801 W. Center Road
Essexville, MI 48732

It is the responsibility of the Bidder to ensure that the proposal arrives on time and at the right place. **Any proposals received after the above date and time will be disqualified.**

2. PUBLIC INFORMATION

All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Township

3. CLARIFICATION OF RFP Any request(s) for clarification of this RFP shall be made in writing. For questions regarding the bid specifications contact Terri Close, Supervisor, at hampton-supervisor@hamptonmi.net.

4. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

The Township reserves the right to reject any or all proposals, to award the contract, not

award the contract, split the award after review of the proposals, and award more than one contract. The Township reserves the right to reject low proposals or to accept a higher

proposal, to negotiate terms and conditions, to waive any irregularities and/or informalities, and to accept or reject any item or combination of items. The Township reserves the right to award the project to the Bidder it deems to best serve the overall interests of the Township and reserves the right to accept or reject any or all proposals received in response to the Request for Proposals. Any acceptance of a bid shall not be binding on the Township until the Township Board has approved the award of contract, and until the Bidder has submitted the signed Contract, proof of insurance, and satisfied all acceptance conditions. The Township reserves the right to continue to review, evaluate and investigate all bids and Bidders until there is a binding contract between the parties.

5. RESPONSIVE PROPOSALS

Bidders are expected to examine the RFP requirements and all instructions. Failure to do so shall be at the company's risk. The proposal shall substantially conform to the terms, conditions, and specifications of this Request for Proposal; otherwise, it may be declared nonresponsive and rejected. Bidder shall provide a straight forward, concise description of the capabilities to satisfy the requirements of the Request for Proposals. The person signing the proposal must initial all erasures or other changes. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFP, they are advised to call and have the portion in question clarified.

6. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to the RFP will be on file in the Clerk's Office. In addition, all changes and addenda will be posted on the township website and MITN website. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

7. INTERVIEWS/PRESENTATIONS

The Township reserves the right to interview qualifying bidders as part of the evaluation process.

8. PROPOSED PRICE

The prices proposed shall be held firm for 120 days or final award of contract, whichever comes first, except the successful proposal prices shall be held firm for the entire contract period. The terms and provisions of this RFP and the Bidder's response shall become contractual obligations if a contract ensues. Failure of the successful Bidder to accept these obligations may result in cancellation of the award.

9. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No proposal may be withdrawn for at least 90 days after

opening except the successful bidder whose prices shall remain firm for the entire contract period.

10. EXECUTION OF CONTRACT

Each proposal is received with the understanding that an acceptance in writing by the Township of the offer, to furnish any or all of the services and materials described, shall be implemented by a written contract to be approved by the Township between the bidder, as the independent contractor, and the Township. This contract shall bind the bidder to furnish and deliver the services quoted, at the prices stated, and in accordance with the condition of said accepted proposal. It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous consent of the Township and any sureties. If a bidder does not execute a Contract acceptable to the Township within 10 days after being notified of selection, the Township may give notice to the bidder of the Township's intent to select the next most qualified firm or call for new proposals, whichever the Township deems most appropriate. No contract with the Charter Township of Hampton can be assigned, transferred, or subcontracted without approval in writing from the Township.

11. LIABILITY FOR COSTS

The Township is not liable for any costs incurred by firms with regard to this RFP.

12. TAX EXEMPTION

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The Township will furnish the successful bidder with tax exemption certificates when requested.

13. INDEMNIFICATION AND HOLD HARMLESS

The selected bidder shall, at its own expense, protect, defend, indemnify and hold harmless the Charter Township of Hampton, its elected and appointed officials, employees and volunteers and others working on behalf of the Charter Township of Hampton, against any and all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and actual and/or reasonable attorney fees, that may incur as a result of any acts, omissions or negligence of the selected bidder, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract. The Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to Hampton Township or its elected and appointed officials, employees and volunteers, or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP and the contract entered into.

14. INSURANCE REQUIREMENTS

The Contractor shall secure and maintain during the term of this contract insurance in the types and amounts specified in Attachment A, from an insurance agency authorized to do

business in the State of Michigan, whose rating is satisfactory to the Township’s Risk Management Advisor. The Contractor shall be required to provide a certificate of insurance

evidencing the required coverage prior to execution of the contract and the policies shall include the additional insured language. See Attachment A. A copy of your current insurance coverage should be attached to this bid.

15. IRAN LINKED BUSINESS

In accordance with Michigan Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311, et seq., effective date 4/1/13, all vendors must certify that they are not an “Iran Linked Business” in order to submit a proposal. The act prohibits individuals who have economic relations with Iran from submitting bids on RFP’s with the state or any other public entities. The act also includes penalty provisions for submittal of false certifications. See Attachment “B”.

16. MATERIAL SAFETY DATA SHEETS

Safety Data Sheets (SDS) (previously known as Material Safety Data Sheets (MSDS)) must be supplied when chemicals are part of any order.

17. NON-COLLUSION

Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

18. FEDERAL, STATE, LOCAL LAWS

All bidders will comply with all Federal, State, and Local laws, ordinances, rules, and regulations. Ignorance on the part of the bidder shall not, in any way, relieve the bidder from responsibility for compliance with said laws and regulations, or any of the provisions of these documents.

CONTRACT

1. CONTRACT PERIOD

The contract period shall be for one (1) season from the effective date, with two (2), one (1) season renewal periods, at the Township’s option.

2. CANCELLATION OF CONTRACT

The Township reserves the right to cancel any Contract at any time upon thirty (30) days prior written notice of its intent to terminate agreement. The selected firm shall provide the Township at least ninety (90) days prior written notice of its intent to terminate any Contract.

SUBMITTAL REQUIREMENTS

Hampton Township is requesting that the following information be part of your formal submittal:

SUBMITTED PROPOSALS SHALL BE ORGANIZED INTO THE SECTIONS OUTLINED BELOW.

BIDDER INFORMATION

Firm Name: _____

Address: City/State/Zip Code: _____

Telephone Number: _____ **Email Address:** _____

Firm Established _____ **Years in Business:** _____

Type of Organization: _____ **State of Organization:** _____

Representative's Name: _____

Title: Signature: _____

Date: _____

It is agreed by the signed bidder that the signature and submission of this proposal represents the bidder's acceptance of all terms, conditions, and requirements of the proposal specifications and, if awarded the proposal shall be incorporated into the Contract between the parties.

The bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent and completion of the Contract, shall be deemed to have been included in the prices for the various items scheduled.

It is understood that all proposed prices shall remain in effect for a least 120 days from the date of the proposal opening to allow for the award and that, if awarded the Contract the prices shall remain firm throughout the Contract period and any renewal term. The bidder affirms that he/she is duly authorized to execute this proposal; that this proposal has not been prepared in collusion with any other proposer; and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned or any employee or agent, to any competitor; and the bidder has full authority to execute the Contract awarded as result of, or on the basis of the proposal. By submission of this proposal the Bidder agrees that at the time of submittal: (1) Bidder has no interest, including financial benefit, commission, finder's fee, or any other

remuneration, and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services; and that (2) Bidder had no notice or knowledge of any "Conflict of Interest" that would be created by an award of Contract to Bidder. A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division of bureau, or committee sanctioned by and/or governed by the Charter Township of Hampton. Bidders shall identify any interest, and the individuals involved, on separate paper with the proposal; and shall understand that the Township, at its discretion may reject their proposal.

BID SPECIFICATIONS

LOCATION TO BE SERVICED

- **Pondsides Park** – located on the corner of Jones Road and Ridge Road and is approximately 30 acres. The grass shall be cut, string trimmed and hard surfaces blown free of grass and debris. Please provide a bid for the following:
 1. A per cut price for grass cutting as the frequency may be once a week or every other week depending on weather conditions and need for cutting.
 2. A per string trimming price for applicable areas as the frequency may vary if chemical treatment is sprayed to prevent regrowth.
 3. A per chemical application for vegetation growth around applicable areas. Please specify if a licensed chemical applicator is available if this service is requested.

SCOPE OF WORK

- Lawn Cutting/Grounds Maintenance
 1. All grassy areas to be cut to a minimum height of three inches (3”) once per week and a maximum of four inches (4”) with edging as required.
 2. All areas where grass abuts hard surfaces, edges, mulched areas, playground equipment, pavilions, fences and other immobile objects shall be cut with a string trimmer as needed to keep the same height as the lawn areas.
 3. Grass clippings will be blown from all walks, drives and other hard surfaces after each clipping.
 4. Mowing of the grass will begin **May 1** of the season and continue through **October 31**. This schedule may be adjusted if conditions warrant.
 5. Should either mowers or any of the other equipment not be operational, the awarded contractor shall be responsible for renting similar equipment for the performance of this contract and any cost involved in the rental of equipment shall be at no additional charge to Hampton Township.
 6. All mowing or trimming that does not meet the specifications must be corrected before the Township will give approval for payment.
 7. Hampton Township will not pay for mowing that is done at such a high rate of speed as to cause the grass to be torn, laid over, or damaged in any manner.
 8. Prior to performing grass cutting, the contractor’s crew will pick up litter from areas to be cut.
 9. Any mulching materials dislodged from mulch beds will be returned to the mulch bed prior to the contractor’s crew leaving the site.
 10. Contractor must guarantee the reimbursement, repair or replacement of any cultivated areas damaged by careless or accidental use of equipment or machinery. In addition, to repair or replace any fences, building, signs, poles, and or appurtenances destroyed or damaged by careless or accidental use of equipment or machinery in performance of this contract.

- Weeding (as needed)
Upon written notice from the Township, weeds shall be removed for all planting beds and hard surfaces within a given location described above.

ATTACHMENT A

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until they have obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Charter Township of Hampton.

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The Charter Township of Hampton, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
5. **Cancellation Notice:** All Coverages, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Fran DeWyse, Clerk, Charter Township of Hampton, P.O. Box 187, Bay City, MI, 48707.
6. **Proof of Insurance Coverage:** Insurance certificates must be supplied within five (5) business days of contract award and sent to Fran DeWyse, Clerk, Charter Township of Hampton, P.O. Box 187, Bay City, MI, 48707.
7. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Charter Township of Hampton at least ten (10) days prior to the expiration date.

ATTACHMENT B

VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with an prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

VENDER	
Legal Name	
Street Address	
City	
State and Zip	
Taxpayer ID #	

(please complete in its' entirety)

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq., and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to Hampton Township.

Signature of Vendor's
Authorized Agent: _____

Printed Name of Vendor's
Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____

ATTACHMENT C

MAP OF LOCATION

