

NOTICE INVITING REQUEST FOR PROPOSALS (RFP)

Township of Wakeshma
13988 South 42nd Street
Fulton, MI 49052

TO: ALL INTERESTED PARTIES

SUBJECT: NOTICE INVITING REQUESTS FOR PROPOSALS (RFP) TO PROVIDE Cemetery MOWING TRIMMING AND MAINTENANCE SERVICES.

NOTICE IS HEREBY GIVEN that the Township of Wakeshma, County of Kalamazoo, Michigan invites responses to the attached Request for Proposal (RFP) to provide cemetery and township property mowing trimming and maintenance services.

THE DEADLINE TO SUBMIT PROPOSALS IN RESPONSE TO THIS RFP IS WEDNESDAY, MARCH 1, 2023, BY NOON. PROPOSALS MAY BE EMAILED TO: SUPERVISOR@WAKESHMATOWNSHIP.COM OR DELIVERED TO THE TOWNSHIP DROPBOX ATTENTION TO: CLERK OF WAKESHMA TOWNSHIP. THE DROPBOX IS LOCATED AT 13988 S 42ND STREET, FULTON, MI 49052 OR MAILED TO:

TOWNSHIP OF WAKESHMA
ATTENTION: TOWNSHIP CLERK
P.O. BOX 136
FULTON, MI 49052

ATTENTION: NO BIDS WILL BE ACCEPTED AFTER THIS DATE AND TIME

Any proposal received after the time and date specified will not be considered since it will not meet the requirements of the RFP. A POSTMARK WILL NOT BE ACCEPTED AS MEETING THE DELIVERY TIME IF RECEIVED AFTER THE DEADLINE.

Important: The Original Copy of the Proposal must be submitted sealed and marked. The Proposer should retain a duplicate copy. Incomplete or late proposals will be considered non-responsive and will not be reviewed. Each proposal must be complete when submitted. No changes, modifications, corrections or additions may be made to the proposal once Wakeshma Township receives it. Please include your quote with your lowest price for services in the specifications as outlined. The price shall include all services, labor, material, and equipment. The Wakeshma Township reserves the right to accept or reject all proposals, on each item separately or as a whole, to waive any informalities in any proposal and select the one that best meets the Township's needs.

Shawn Fritz
Clerk

Introduction

Wakeshma Township is requesting bid proposals for mowing, trimming and maintenance of Township's North & South cemeteries and well as the Park and the Township/Fire Department property. The contractor will be engaged as an independent business, and should be currently engaged in commercial lawn mowing and grounds maintenance activities. The Township shall not be the contractor's sole and only client or customer.

Companies with demonstrated experience in commercial lawn maintenance services with an interest in making their services available to Wakeshma Township are invited to respond to the RFP. The submitted proposals will be used as a basis for awarding work.

Selection Timetable:

Release RFP: Tuesday, February 7, 2023
RFP Due Date: Wednesday, March 1, 2023 at Noon (EST)
Tentative Bid Award: Monday, March 6, 2023

Submittal of Proposal

Respondents shall submit three (3) papers copies of RFP response in a package that is sealed and clearly labeled "RFP – 2023 Wakeshma Township Mowing & Maintenance Services." Proposals may also be submitted by email to supervisor@wakeshmatownship.com

Any questions related to the RFP, may be directed to:

Jason Gatlin, Township Supervisor
P.O. Box 136, Fulton, MI 49052
supervisor@wakeshmatownship.com

The bid price shall not include an allowance for State Sales Taxes or Federal Excise Tax. The Township, upon request, will provide successful bidder with properly executed tax exemption certificates or tax exemption numbers. All other taxes required by law shall be paid by the successful Contractor.

Any proposal may be withdrawn or modified by written request, provided such request is received by the Township at the above address prior to the date and time established for receipt of proposals. Proposals not withdrawn shall constitute a firm offer to provide the services contained therein and shall remain firm for acceptance for sixty (60) days.

The cost of preparing a response to this RFP, including site visits, are the Contractor's sole responsibility and will not be reimbursed by Wakeshma Township.

The Township reserves the right to reject any or all proposals, to award the contract to other than the low bidder, to accept any or all alternatives, to waive irregularities and/or informalities and, in general, to make the award in any manner deemed by it, in its sole discretion, to be the best interest of the Board.

Minimum Qualifications

1. Eligibility: Bidders must be able to demonstrate at least three years of satisfactory experience working in commercial lawn maintenance providing the similar services as outlined in the following specifications. As an independent business, the contractor shall declare that it has complied with all federal, state and local laws and policies regarding business permits, insurance coverage, and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this maintenance contract.

2. Corporate Profile: Describe on one page the background of your company and why it is qualified to provide the requested services for Wakeshma Township.
 3. Experience: Provide evidence of similar, past experience that demonstrates your ability to successfully provide the services being requested in this RFP. Include names and contact information from three (3) past projects for reference purposes.
 4. Cost: An anticipated fee structure must be submitted.
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Specifications

The following bid specification is an outline of duties, and is intended as a guideline for the maintenance contractor at the Wakeshma North & South Cemeteries. In practice, it may be necessary to modify these duties or add to them. Major deviations from these guidelines are not anticipated.

- A. During Spring, Summer and Fall growing periods of each year, lawn mowing and grounds maintenance will include the following tasks at a minimum:
 1. Maintain the Cemetery's appearance by mowing and trimming as necessary to maintain the Cemetery in a condition which will be acceptable to Wakeshma Township.
 2. Grass and weeds will be maintained at a height of 3 inches.
 3. Areas adjacent to headstones are to be trimmed; grass clippings are to be safely removed from the monument and foundation areas at each mowing, without damage to monuments.
 4. Trim and remove tree limbs and other landscaping as necessary to ensure a safe and attractive environment.

Note: Significant tree maintenance and tree and/or stump removal services are not part of this contract.

5. Remove and dispose of all litter and trash from Cemetery grounds.
6. Inform the Township of any problems or concerns encountered.
7. Special attention should be given to maintaining the Cemetery in a safe condition.
8. See Attachment A – Wakeshma North & South Cemetery: Property Boundaries & Location

B. The Wakeshma Township Cemetery maintenance contractor will provide all labor, equipment, and supplies necessary to perform all required work.

Delivery of Services

- A. Mowing and maintenance services shall be performed during the Spring, Summer and Fall growing periods of each year; Cemetery maintenance is to be performed on a regular basis to maintain the grounds as outlined in the specifications.
- B. Wakeshma Township intends to regularly monitor the appearance and general condition of the North & South Cemeteries. Any areas found to be in serious non-compliance with any of the provisions as outlined in this RFP shall result in the maintenance contractor receiving written notification of all concerns.

1. Failure to resolve problems following written notification will result in Wakeshma Township Board taking appropriate action.
2. If the maintenance contractor fails to correct the stated deficiency(ies) within forty-eight (48) hours, the Wakeshma Township shall then correct the stated deficiency(ies) with its own work forces and will deduct the cost of said corrections from payment due to the contractor under the next invoice submitted by the contractor.

Qualifications of the Firm

Wakeshma Township may award the Wakeshma North & South Cemetery Mowing and Maintenance Services contract to the individual or firm that, in its sole opinion, is the most capable of providing the range of services described and anticipated by this RFP, and is in the long-term best interest of Wakeshma Township and its residents.

Wakeshma Township reserves the right to:

- Investigate the qualifications of all firms under consideration including any information furnished by potential candidates
- Reject any or all proposals
- Modify the proposal
- Establish evaluation criteria determined to be in the best interest of Township
- Issue a subsequent RFP
- Conduct interviews of potential firms prior to selection

Note: This RFP does not commit Wakeshma Township to negotiate a contract, nor does it obligate payment for any cost incurred in the preparation and submission of the proposal.

Evaluation Process

Proposals will be evaluated through consideration of several factors. The review of all documents submitted will be in accordance with the following criteria:

- Experience and references of contractor
- Proposed cost
- Ability to execute contract in accordance with Township policies and in full compliance with all applicable laws, ordinances, and regulations
- The contractor's familiarity with the Township
- Special consideration will be given to contractors within the Township
- Other factors deemed relevant by the Township
- The Township reserves the right, in its absolute discretion, to reject any or all proposals, to waive irregularities, informalities and/or non-conformities in any submission, to select the proponent and proposal deemed to be in the best interest of Township, and to negotiate with the selected contractor(s).

The above criteria will be used to evaluate the submittals. Following a review of the submittals, a contractor will be selected and a recommendation will be given to the Township Board.

The Contractor must demonstrate its ability to deliver competitive rates for the noted services.

If for any reason, a contractor cannot commence activities within 30 days of the contract being executed, (where applicable) the Township may unilaterally terminate the contract and negotiate with other proponents.

Conflict of Interest

The contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed it does not have any organizational conflict of interest.

Conflict of interest is defined as a situation in which the nature of the work under

this solicitation and the contractor's organizational, financial, contractual or other interests are such that:

1. Respondent may have an unfair competitive advantage; or
 2. The contractor's objectivity in performing the work solicited may be impaired. In the event the contractor has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
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- A. The contractor agrees that if after award it discovers an organizational conflict of interest with respect to this solicitation it shall make an immediate and full disclosure in writing to the Township Supervisor that shall include a description of the action which the respondent has taken or intends to take to eliminate or neutralize the conflict. The Township may, however disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
 - B. In the event the respondent was aware of an organizational conflict of interest before the award of the contract and intentionally did not disclose the conflict to the Township the Township may disqualify the respondent.

Subcontracting

Subcontracting for duties outlined in the RFP specifications will not be permitted unless authorized in writing by the Township. The contractor must be independently able to provide all tasks identified in the attached specification in their entirety.

If subcontracting is authorized by the Township, the selected firm will be fully responsible to Wakeshma Township for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the selected firm. Nothing in the contract shall create any contractual relationship between any subcontractor and Wakeshma Township. The selected firm shall not assign, transfer, convey, or otherwise dispose of the contract, or any part thereof, or the firm's right, title, or interest in the same or any part thereof, without the previous written consent of Wakeshma Township. The selected firm shall not assign any,

of the moneys due or to become due and payable under the contract, without previous written consent of Wakeshma Township.

Labor Laws and Equal Employment Opportunity

The selected firm and subcontractors must abide by Federal, State and local regulations pertaining to equal employment, and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work and all ordinances and requirements of Wakeshma Township regulating or applying to public improvements.

Indemnification and Hold Harmless

The selected firm agrees to indemnify and hold harmless Wakeshma Township and their officers, employees, and agents from any and all liability, loss, or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgements and liabilities of any kind whatsoever arising out of selected firms' performance of the contractual work. It is further agreed that the selected contractor shall have the responsibility to Wakeshma Township for the proper performance of its professional services in conformity with the customary and usual result of the failure of such performance, provided such damages suffered by Wakeshma Township as a result of the failure of such performance, provided such damages are caused by the selected contractor's error, omission or negligent act, or the error, omission or negligent act of its officers, agents, or employees. No compensation will be paid to the selected contractor for services required to correct work arising out of the selected contractor's error or omissions. Additionally, the selected contractor shall be responsible for any arising from the selected contractor's errors and omissions. A representative of the selected contractor shall sign and submit a Hold Harmless Agreement as evidence prior to commencement of the contractual work.

Insurances

The selected contractor shall procure and maintain during the life of the contract the following insurance coverage from a company or companies licensed to sell insurance in Michigan with an A+ A.M. Best rating, or equivalent: Workers Compensation in compliance with Michigan law; Comprehensive General Liability Insurance in the amount of \$1,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability.

The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law OR primary coverage of \$1,000,000 per occurrence. Insurance on an occurrence basis coverage shall be maintained without interruption from date of commencement of operations under the contract until the date herein specified that coverage is no longer required. It is understood and agreed by naming Wakeshma Township as additional insured, coverage afforded is considered to be primary and any other insurance Wakeshma Township may have in effect shall be considered secondary and/or excess.

All certificates of insurance must be forwarded to Wakeshma Township to the following email address: supervisor@wakeshmatownship.com prior to commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days prior written notice to Wakeshma Township.

General Notes

1. NO Tobacco Use shall be allowed on site. Personnel caught using tobacco will be removed from the site.
2. Contractor's personnel are expected to maintain a high-quality professional attitude while on site. Contractors shall be subject to such rules and regulations for the conduct of the work as Wakeshma Township may

establish. Possession or consumption of alcoholic beverages or drugs or obnoxious behavior on site is strictly prohibited. Violations of any of the above will result in removal of the individual and employer from the project and they will be held liable for any damages which may result due to their actions.

3. All personnel will be required to provide identifying information at all times while on site.
4. Wakeshma Township reserves the right to supplement the operations of the maintenance contractor in whole or in part, with Township employees or volunteers.

Contract Type/Term

Wakeshma Township contemplates award of a per-service rate contract to be billed on a monthly basis. The contract will be for three (3) years beginning May 1, 2023, with an option to renew for up to two (2) additional years. The Township makes no guarantees as to the total amount of compensation that the Contractor may earn, and reserves the right to limit the amount of services the Township requests the Contractor provide.

Billing Process

Payment for services rendered will be made within 30 days upon invoices received.

EXCEPTION: Non routine maintenance costs exceeding \$250.00 must be approved by the Township Board PRIOR to any service being performed. Payment will not be made under this contract for such additional services unless prior approval is obtained.

Existing Conditions

Contractors with demonstrated experience in commercial lawn maintenance services with an interest in making their services available to Wakeshma Township are invited to respond to this RFP. "Contractor" means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Contractor acting as an individual, partnership, corporation or other legal entity, is state licensed and certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.) and capable of providing the specified services. The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents or subconsultants of any tier shall be competent to perform the services required under this RFP document.

Attachment A – Wakeshma North Cemetery: Property Boundaries & Location



Attachment A (continued) – Wakeshma South Cemetery: Property Boundaries



Attachment A (continued) – Wakeshma Park: Property Boundaries



Attachment A (continued) – Wakeshma Township Hall/Fire Department:
Property Boundaries



Proposal Submission Form

Wakeshma Township Cemetery Mowing and Maintenance Services

All work shall be completed in accordance with Wakeshma Township's Specifications for work as outlined in this RFP. The contractor receiving the bid award shall provide proof of insurance in the amount shown in the RFP guidelines prior to commencement of work. Insurance shall be kept current and in full force throughout the duration of the work. Contractor shall show satisfactory evidence that they have performed similar work previously, and that they have adequate equipment and labor to perform the work in a timely fashion.

A. Cost per year (included in specification) \$

This bid is submitted in response to Wakeshma Township's RFP for 2023-2025 Wakeshma Township Cemetery Mowing and Maintenance Services by:

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Company Name: _____

Address: _____

Email Address: _____

Company Information

Company Name: _____

Owner Name: _____

Owner Street Address: _____

City, State, Zip: _____

Years in Business: _____

Number of Employees: _____

State/Federal Employer Identification #: _____

DUN & Bradstreet #: _____

Ownership of Business:

Partnership

Limited Liability Company

Foreign Ownership

Not for Profit

Sole Proprietorship

Corporation