

**NEW HAVEN TOWNSHIP: REQUEST FOR PROPOSALS FOR MOWING AND LAWN  
MAINTENANCE**

Contact: Tim Hill, New Haven Township Supervisor

Phone: 989-743-4381

**Due Date and Time for Proposals: April 1, 2021 at 3:00 p.m.**

**GENERAL SUMMARY:** New Haven Township wishes to hire a local contractor to provide lawn mowing services as a part of the Township's maintenance program. A strong commitment to provide timely and professional lawn mowing is required. This work involves mowing public property and performing associated work on a regular basis. More specifically, the work includes mowing, weed whipping, blowing debris off all sidewalks, grave markers, storm drains, as well as associated cleanup (hereinafter collectively referred to as "lawn maintenance work") of the following properties: (1) New Haven Township Hall [approximately 3 acres]; (2) Old West Haven Cemetery [approximately 0.5 acres]; (3) New West Haven Cemetery [approximately 10.3 acres]; and (4) Easton Cemetery [approximately 4 acres]. The lawn maintenance work should be performed on an as-needed basis, generally once per week. The lawn maintenance work shall not be performed on more than 26 occasions without prior approval of the New Haven Township Board. The contract between New Haven Township and the offeror for the performance of the lawn maintenance work shall be for a period of two (2) years.

**SUBMISSION OF OFFERS:** All proposals should be submitted in a sealed envelope to the Township Supervisor's office located at 2705 Easton Road, Owosso, MI 48867. **All proposals shall be submitted to the Township Supervisor's office no later than Thursday, April 1, 2021, at 3:00 p.m.** The outside of the envelope should be labeled as "NEW HAVEN TOWNSHIP LAWN MOWING PROPOSAL." No additional information should be included on the outside of the envelope. The delivery of responses to the Supervisor's Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Supervisor's Office after the specified date and time will not be considered. Facsimile or E-mail submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after submission for a period of sixty (60) days unless otherwise agreed to by the Township. Proposal must include all costs. All offers must include the original and at least two (2) copies.

**EXECUTION OF OFFER:** Offer shall contain a manual signature on the Proposal of a representative authorized to legally bind the offeror to the provisions therein.

**EXECUTION OF ACCEPTANCE:** New Haven Township effectuates acceptance of a formal offer only when a written contract is signed by both parties. Offerer should not assume that a New Haven Board of Trustees resolution approving a bid or proposal is a binding contract.

**OPENING & RECORDING:** All sealed bids that are received on or before the due date, and that otherwise comply with all of the instructions described herein, shall be opened in public in the Township Hall at the regular Township Board meeting on April 12, 2021, at 7:00 p.m.

**INTEGRITY:** New Haven Township does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

**BOARD DETERMINATION:** As the best interest of New Haven Township may require, New Haven Township reserves the right to make award(s) by an individual item, group of items, all or none, or a combination thereof; to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions. Any or all awards

made as a result of this invitation shall conform to applicable ordinances and policies of New Haven Township.

**PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days.

**PAYMENT TERMS:** New Haven Township will remit full payment on all undisputed invoices in the normal course of Township business, generally (but not always) within thirty (30) days from receipt by the appropriate person(s) of the invoice or receipt of all products or services incurred or ordered. Invoices must be submitted to the Township Clerk on the 1<sup>st</sup> of each month.

**INCURRED EXPENSE:** This request does not commit New Haven Township to make an award. Further, under no circumstances shall New Haven Township be responsible for any cost or expense which may be incurred by any offeror/respondent in preparing and/or submitting a reply or proposal, or any cost or expense incurred by any offeror/respondent prior to the execution of a contractual agreement with New Haven Township.

**INSURANCE:** The successful bidder is required to furnish evidence of the insurance requirements described herein. Work may not commence until the Certificates of Insurance have been received by New Haven Township. The coverage requirements are as follows:

- **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.
- **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 \$500,000 per occurrence and 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.
- **Motor Vehicle Liability:** The Contractor, or its subcontractors, 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 \$500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- **Additional Insured:** Commercial General Liability Insurance as described above, shall include an endorsement stating that the following shall be listed as an **Additional Insured:** New Haven Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

- Cancellation Notice: The Insurance coverage 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: Tim Hill, New Haven Township Supervisor, 2705 Easton Road, Owosso, MI 48867.

**INDEPENDENT CONTRACTOR:** The successful bidder with whom New Haven Township enters into a contractual agreement for the provision of lawn maintenance work shall be considered an independent contractor of New Haven Township; the successful bidder shall under no circumstances be considered an employee of the Township, and the successful bidder shall under no circumstances be eligible to receive any fringe benefits (including but not limited to health insurance, 401(k), disability, etc.) from New Haven Township.

**INDEMNIFICATION:** The Offeror shall, at its own expense, protect, defend, indemnify, save and hold harmless the Township and its elected and appointed officers, officials, 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, officials, employees, and/or agents may incur as a result of the acts, omissions, or negligence of the Offeror or its employees, agents, or subcontractors that may arise out of the agreement or the lawn maintenance work. The Township must receive prior notification and approve the use of any subcontractors.

**AWARD OF BID:** New Haven Township expressly reserves the right to select any bidding or non-bidding person/entity for the performance of the lawn maintenance work. New Haven Township shall in no way be constrained to select any particular Offeror, person, or entity, even if said Offeror, person, or entity has provided the lowest bid for the lawn maintenance work. New Haven Township at all times reserves the right to reject any or all proposals and to make the award in a manner that is in the best interest of New Haven Township.