



City of Newaygo, Michigan
REQUEST FOR PROPOSALS
Purchase and Harvest of Standing Timber

The City of Newaygo is requesting proposals for the purchase and complete harvest of approximately 45 acres of standing timber owned by the City of Newaygo. The land is adjacent to **Mundy Ave near Cooperative Center Dr.** Further information on the details of the harvest and cleanup are detailed herein under Scope of Work.

1. PROPOSAL SUBMISSION PROCESS

The following is a schedule of events concerning the proposal process:

- | | |
|--------------------|--|
| • Proposals Due | Monday, October 5, 2026 by 2:00 pm EDT |
| • Proposal Opening | Monday, October 5, 2026
2:00 pm EDT at the City Hall Council Chambers (28 State Rd) |

One (1) complete original of the proposal shall be submitted or emailed to the following.
The envelope or email shall be labeled "Mundy Ave Timber Sale".

NEWAYGO CITY CLERK
office@newaygo.gov

if shipped:
28 State Rd
Newaygo, MI 49337

if mailed:
PO Box 308
Newaygo, MI 49337

Questions regarding specifications or scope of work can be directed to:

Jon Schneider, City Manager
231-652-1657 ext 211
jon@newaygo.gov

REQUIRED CONTENTS OF THE PROPOSAL – in the following order:

- A. Signed Submission Form (must be filled out and signed by a representative of your company who is authorized to bind your company). Copy of submission form is found at end of this RFP.
- B. Requested information and documents listed on the submission form.
- C. Any supplemental documents or information your company feels is necessary for the City to understand your proposal better or differentiate your company from others.

2. RESERVATION OF RIGHTS

The City reserves the right to reject any proposals, to award the agreement to other than the low proposal, to award separate contracts for separate parts of the services required, to negotiate the terms

and conditions of all and any part of the proposals, to waive irregularities or formalities, and in general to make an award in the manner as determined to be in the City's best interest and its sole discretion.

3. RESPONSIVE PROPOSALS

Companies are expected to examine the requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all the information requested herein. If any person/organization 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 ask to have the portion in question clarified. Refer to Section 1, PROPOSAL SUBMISSION PROCESS for contact information.

4. CHANGES OR ADDENDA TO PROJECT DOCUMENTS

It shall be the responsibility of those submitting proposals to check whether changes or addenda have been issued prior to submitting their proposal. Addenda must be acknowledged on the proposal submission form. Each change or addendum issued concerning this request will be on file in the City Clerk's Office and also posted on the City's website at <https://www.newaygo.gov/public-notices.php>.

5. TAXES, TERMS, AND CONDITIONS

The City is exempt from paying federal and state sales taxes on most transactions. The City's federal tax ID number is 38-6007192. Payment terms are subject to City fiscal policy and respective contracts.

6. INDEMNIFICATION AND HOLD HARMLESS

The contractor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The bidder shall, at their own expense, protect, defend, indemnify and hold harmless the City of Newaygo, its elected and appointed officers, employees and agents from all claims, damages, (including but not limited 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 attorney fees, that they may incur as a result of any acts, omissions or negligence of the selected firm, 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 bidder's indemnification responsibilities shall include the sum of damages, costs, and expenses which are more than the sum paid out on behalf of or reimbursed to the City or its elected and appointed officers, employees, agents or by the insurance coverage obtained and maintained by the selected firm according to the requirements of this RFP and the contract entered into.

7. EQUAL EMPLOYMENT OPPORTUNITY

The bidder and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions or privileges of employment, or a matter directly related to employment, because of race, color, religion, national origin, age, sex, a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

8. INSURANCE REQUIREMENTS

The contractor whose proposal is accepted must meet and agree to maintain during the term of the contract certain insurance coverage requirements according to those outlined in the project contract. Categories of insurance coverage expected generally will include: Workers' Compensation, Commercial

General Liability, and Automobile Insurance. Extensions/additions to these coverages may be needed depending on the circumstances of the project.

Additional Insured: Liability Insurance shall include an endorsement stating that the following shall be "Additional Insured."

The City of Newaygo, all elected and appointed officials, all employees and volunteers, all boards, commissioners or authorities and board members, including employees and volunteers, thereof.

9. AWARD

This document is a Request for Proposals. All proposals will be evaluated by relevant staff, City Council, and/or other stakeholders (where applicable). The proposals will be evaluated on the following (not in any relevant order and not necessarily ranked equally):

- Contractor qualifications and experience to provide the specified service
- Purchase amount offered
- References
- Any other factors the City may consider relevant to the projects implementation

Applicants should be prepared to present additional information, including supplemental documentation, and may be requested to attend interviews or public meetings before the award. The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. The City reserves the right to consider bids for modifications at any time before a contract would be awarded. Negotiations for some aspects of this project may be undertaken with the vendor whose bid is deemed to meet the specifications and needs of the Community the best. An award for this request will be made by the Newaygo City Council, unless otherwise allowed by City policy.

The successful company shall commence work only after the transmittal of a fully executed contract or after receiving written notification to proceed from the City. The contents of this RFP and the successful company's response will become contractual obligations if a contract ensues. Failure of the successful company to accept these obligations may result in the cancellation of the award.

10. SCOPE OF WORK

The selected company shall provide the services necessary to perform the following:

- A. Complete clear cut of approximately 45 acres of land adjacent to Mundy Ave (see attached map). All labor and materials are the responsibility of the contractor unless specifically stated otherwise in the project contract.
- B. The work is not limited to the removal of only merchantable timber, but a complete clear cut along with extensive processing and cleanup of treetops and logging debris to leave the property substantially cleaner than would typically result from a conventional timber harvest. The objective is to leave very minimal logging debris or slash behind.
- C. Processing of treetops, limbs, and other suitable woody material through an onsite chipper
- D. Use of a grapple skidder to collect and transport material to the chipper.
- E. Stumps can be left in place and flush cut to the ground.
- F. The harvesting boundaries will be mutually agreed upon.
- G. The purchase price offered should be a guaranteed minimum and not reduced based upon the actual volume or value ultimately recovered from the property. There should be potential for additional compensation to the City following the harvest, subject to mutually agreed upon terms regarding timber production and value.
- H. Suggest alternate ideas and methods, if applicable.

- I. Contact Miss Dig before performing any excavation.
- J. Apply for and receive any necessary permits. Contractor responsible for the fees.
- K. The project shall be completed by March 31, 2027.

REQUEST FOR PROPOSALS
SUBMISSION FORM

PROPOSAL SUBMITTED BY: _____

FOR: **Mundy Ave Timber Sale – CITY OF NEWAYGO**

SUBMIT PROPOSAL TO: Newaygo City clerk's office according to instructions in section #1 of RFP.

The undersigned having examined the Proposal Request and Scope of Work, and being familiar with all conditions affecting this proposed project, hereby proposes to furnish the labor and materials necessary to perform and complete the work as indicated in this request.

At a minimum, responses should include the following:

1. A brief company history including size and number of employees.
2. A description of your company's experience or capability with the items listed in Scope of Work.
3. Guaranteed minimum purchase amount, with potential for additional compensation to the City based on the final timber production.
4. Timeline to complete the scope of work.
5. Include the name, address, telephone number, and e-mail address for contact persons at three (3) other entities for which comparable services have recently been rendered.

The undersigned affirms that the proposal was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other person or company to maintain the prices of indicated work or prevent any other person or company from submitting a proposal for the work. A final contract must be signed and proof of insurance must be received before services can be provided.

Acknowledgement of Addenda #'s (if applicable): _____

COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____ EMAIL _____

SIGNATURE _____ DATE _____

NAME AND TITLE _____

TELEPHONE NUMBER _____ EMAIL _____

