

REQUEST FOR PROPOSAL

#6163

SIDEWALK SNOW REMOVAL SERVICES

AT

VARIOUS WASHTENAW

COUNTY BUILDINGS

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Crystal A. Wake, C.P.M., CPPB
Buyer
(734) 222-6760





WASHTENAW COUNTY FINANCE DEPARTMENT

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645

Phone (734)
222-6760, Fax
(734) 222-6764

REQUEST FOR PROPOSAL # 6163

September 27, 2004

Washtenaw County Purchasing Division on behalf of the Washtenaw County Facilities Management Department is issuing a Request for Proposal (RFP) # 6163 for Sidewalk Snow Removal Services at various Washtenaw County Buildings in the Ann Arbor-Ypsilanti area.

Sealed Proposals: Contractor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107**

by 4:00 p.m. on Monday, October 25, 2004

**Mandatory Walk-Thru on Thursday October 14, 2004 at 10:00am.
Meet at the Purchasing Department at the above address. A
Sign-in sheet will be required before the walk-through
begins.**

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope should be clearly marked **"SEALED RFP #6163"**.
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake at 734-222-6760.
- Please direct technical questions regarding this RFP to Matt Higgins at 734-222-3794.

Thank you for your interest.

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I. PROPOSAL

Definitions: “County” is Washtenaw County in Michigan.

“Bidder” is an individual or business submitting a bid to Washtenaw County.

“Contractor” is one who performs work or furnishes materials in accordance with a contract.

Purpose of Proposal: The Washtenaw County Purchasing Department on behalf of the Facilities Management Department is issuing an RFP #6163 for Sidewalk Snow Removal Services for various County Buildings.

Proposal Terms:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a purchase order fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a purchase order would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.

B. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful bidder to accept the obligation of the award may result in the cancellation of any award.

C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned in triplicate. To be considered, original proposal and two copies must be at the County Purchasing Office on or before the date and time specified.

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D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed to date of award.

F. For price increases to be considered, The Purchasing Division shall be notified, in writing, by letter as well as a letter from the manufacturer 30 days prior to the increase taking effect.

G. The estimated quantity indicated on the Bid Sheet is an approximation of the requirement and is not binding on the County. The County has the right to order any quantity that the responsible department manager or the Purchasing Division manager deem necessary.

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II. CONTRACTOR INFORMATION

The proposal should include all of the following information:

- A. Bidder's qualifications, years in business, staff profile and experience in providing the services required by this proposal.
(Attach as Addendum A)
- B. References: List three (3) references from current customers purchasing similar services. Include business name, contact name and phone number.
(Attach as Addendum B)
- C. Bank reference with name and telephone number of contact person.
(Attach as Addendum C)
- D. Describe the quantity of equipment and vehicles to be used for these services.
(Attach as Addendum D)

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III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

REPORTING OF CONTRACTOR

Section 1. - The Contractor is to report to the Director of Facilities Management or her/his designees and will cooperate and confer with them as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

PERSONNEL

Section 1 - The Contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

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INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor.

INSURANCE REQUIREMENTS

The Contractor will maintain at its expense during the term of this Contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employer's Liability Insurance minimum limit of \$100,000 each accident for any employees.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as an "additional insured" on General Liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insurers and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor, expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI 48107-8645, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American with Disabilities Act.

INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with this provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

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EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the Contractor, will state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employee's under that contract, a minimum of either \$9.42 per hour with benefits or \$11.06 hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such changes. County agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ASSIGNS & SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor shall assign or transfer its interest in this Contract without the written consent of the other.

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TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

PAYROLL TAXES

The Contractor assumes responsibility for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

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IV. TERMS AND CONDITIONS

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Purchase Order would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The County intends to award the bid based upon the response given on the bid sheets, but retains the right to award the entire bid to one contractor if it proves to be advantageous to the County.

Low Bidder:

Low Bidder will be based upon the response given on the per lot price on the bid sheets or the total pricing on Zones.

Term of Contract:

The contract is for a one (1) year term with the option for a second (2) and third (3) year providing the Contractor and County agree to the terms. The term will commence from the date of the award.

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SCOPE OF WORK

- A) If precipitation occurs during the day, the walks are to be cleared when snow accumulates at 1/2 inch or more. Any ice will require salting and clearing.
- B) If precipitation occurs overnight snow removal will start no later than 5:30 A.M., and be 100% completed by 7:30 A.M., Monday through Friday.
- C) If the County has to supply services and/or contract to another vendor, any increase in cost to the County will be charged back to vendor under contract.
- D) Snow/ice must be properly removed and placed to minimize any danger to the public or employees who use the sidewalk areas.
- E) Mechanical methods may be used to remove snow and/or ice. (Power brooms, snow throwers, snow blowers, salt spreaders, etc.)
- F) Prior written agreement, in the form of a fully executed contract or amendment letter, is necessary before service is to begin.
- G) Salt shall be applied to all listed sidewalk areas in sufficient quantities to melt any frozen precipitation, when:
1. Slippery, and/or icy conditions warrant.
 2. Any type of ice storm occurs.
 3. Requested by Owner.
- H) Snow removal at times other than listed in Item A and Item B may occur from time to time at the owner's request. The response time to complete such requests shall be within 4 hours.
- I) Invoices shall be submitted monthly and shall include a detailed list of dates and times or work performed and locations of such work.

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BID SHEET:

COUNTY SIDEWALK CLEARING

<u>Locations to be cleared</u>	<u>Size of Area</u>	<u>COST Per Clearing/Salt</u>	<u>COST Per Salt</u>
<u>Zone A</u>			
Administration Building 220 N. Main Street Ann Arbor, MI 48104	(approx. 710 Linear Ft.)		
	snow amount 1/2" – 3"	_____	_____
	snow amount 4" – 6"	_____	_____
	snow amount above 7"	_____	_____
Delonis Center 312 W. Huron Ann Arbor, MI 48104	(approx. 150 Linear Ft.)		
	snow amount 1/2" – 3"	_____	_____
	snow amount 4" – 6"	_____	_____
	snow amount above 7"	_____	_____
County Courthouse 101 E. Huron Ann Arbor, MI 48104	(approx. 1390 Linear Ft.)		
	snow amount 1/2" – 3"	_____	_____
	snow amount 4" – 6"	_____	_____
	snow amount above 7"	_____	_____
New County Bldg. 200 N. Main Street Ann Arbor, MI 48104	(approx. 230 Linear Ft.)		
	snow amount 1/2" – 3"	_____	_____
	snow amount 4" – 6"	_____	_____
	snow amount above 7"	_____	_____
County Annex Building 110 N. Fourth Ann Arbor, MI 48104	(approx. 240 Linear Ft.)		
	snow amount 1/2" – 3"	_____	_____
	snow amount 4" – 6"	_____	_____
	snow amount above 7"	_____	_____
TOTAL ZONE "A"		_____	_____

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BID SHEET:

COUNTY SIDEWALK CLEARING

<u>Locations to be cleared</u>	<u>Size of area</u>	<u>COST</u> <u>Per Clearing/Salting</u>	<u>COST</u> <u>Per Salt</u>
<u>Zone B</u>			
Service Center 4101/4125/4133 Washtenaw Avenue Ann Arbor, MI 48105	(approx. 2150 Linear Ft.) snow amount 1/2" – 3" snow amount 4" – 6" snow amount above 7"	_____ _____ _____	_____ _____ _____
Corrections Center 2201 Hogback Road Ann Arbor, MI 48105	(approx. 850 Linear Ft.) snow amount 1/2" – 3" snow amount 4" – 6" snow amount above 7"	_____ _____ _____	_____ _____ _____
TOTAL ZONE "B"		_____	_____
<u>Zone C</u>			
Eastern County Government Center 415 W. Michigan Avenue Ypsilanti, MI 48197	(approx. 400 Linear Ft.) snow amount 1/2" – 3" snow amount 4" – 6" snow amount above 7"	_____ _____ _____	_____ _____ _____
Human Services 555 Towner and State of Michigan - F. I. A. 22 Center Street Ypsilanti, MI 48197	(approx. 2300 Linear Ft.) snow amount 1/2" – 3" snow amount 4" – 6" snow amount above 7"	_____ _____ _____	_____ _____ _____
TOTAL ZONE "C"		_____	_____

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SIGNATURE SHEET

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ URL/email address

The above individual is authorized to sign on behalf of company submitting proposal.