

# **REQUEST FOR PROPOSAL**

## **#6100**

# **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 # 6100

August 6, 2003

Washtenaw County Purchasing Division on behalf of the Washtenaw County Facilities Management Department is issuing a Request for Proposal (RFP) # 6100 for 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 2:00 p.m. on Wednesday August 20, 2003**

**Mandatory Walk-Thru on Thursday August 14, 2003 at 9:00am.  
Meet at the Purchasing Department at the above address. A  
Sign-in sheet will be required before the walk-thru 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 #6100"**.
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake C.P.M., CPPB at **734-222-6760**.
- Please direct technical questions regarding this RFP to Donald Bilbey at **734-973-4702** or **734-973-4660**.

Thank you for your interest.

# BID #6100 SNOW REMOVAL SERVICES

## I. PROPOSAL

**Definitions:** “County” is Washtenaw County in Michigan.

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

“Contractor” one who contract to perform work or furnish 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 #6100 for 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.

## **BID #6100 SNOW REMOVAL SERVICES**

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 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.

# **BID #6100 SNOW REMOVAL SERVICES**

## **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 \$9.09 per hour with benefits or \$10.68 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.

# **BID #6100 SNOW REMOVAL SERVICES**

## **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 year and third 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) The lots are to be plowed when snow accumulates at 1 inch or higher.

B) 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, the difference in cost will be charged back to vendor under contract.

D) Snow must be properly placed to minimize loss of parking spaces.

**E) DO NOT USE SHOES ON BLADES.**

F) Prior agreement is necessary before service is to begin.

G) Salt shall be applied to all county owned parking lots and grounds, all entrance and exit avenues to county owned parking lots, in sufficient quantities to melt any frozen precipitation, when:

1. Slippery, and/or icy conditions warrant.
2. After any type of ice storm.
3. Any accumulation of ice or snow under a previous agreed upon amount.
4. At the owners' request.

# BID #6100 SNOW REMOVAL SERVICES

## BID SHEET:

### ATTACHMENT "A"

### COUNTY PARKING LOT PLOWING

<u>Locations to be plowed</u>	<u>Size of Lot</u>	<u>COST</u> <u>Per Plow/Salting</u>	<u>COST</u> <u>Per Salt</u>
<b><u>Zone A</u></b>			
Administration Building 220 N. Main Street Ann Arbor, MI 48104	(approx. 52 spaces)	_____	_____
Downtown Shelter 312 W. Huron Ann Arbor, MI 48104	(approx. 6 spaces + lot)	_____	_____
Western County Service Center 705 N. Zeeb Road Ann Arbor, MI 48107 *Includes Scio Township drive*	(approx. 88 spaces)	_____	_____
<b>TOTAL ZONE "A"</b>		_____	_____
<b><u>Zone B</u></b>			
Washtenaw County Juvenile Court 2270 Platt Road Ann Arbor, MI 48104	(approx. 88 spaces)	_____	_____
Ann Arbor Human Services 2140 Ellsworth Road Ann Arbor, MI 48106	(approx. 147 spaces)	_____	_____
Head Start 1661 LeForge Road Superior Township, MI 48198	(approx. 60 spaces)	_____	_____
<b>TOTAL ZONE "B"</b>		_____	_____

# BID #6100 SNOW REMOVAL SERVICES

## BID SHEET:

### ATTACHMENT "A"

### COUNTY LOT PLOWING

<u>Locations to be plowed</u>	<u>Size of Lot</u>	<u>COST</u> <u>Per Plow/Salting</u>	<u>COST</u> <u>Per Salt</u>
<b><u>Zone C</u></b>			
Service Center 4133 Washtenaw Avenue Ann Arbor, MI 48104	(approx. 360 spaces)	_____	_____
Corrections Center 2201 Hogback Road Ann Arbor, MI 48105	(approx. 34 spaces)	_____	_____
Facilities Management Dept. 2155 Hogback Road Ann Arbor, MI 48105	(approx. 45 spaces)	_____	_____
<b>TOTAL ZONE "C"</b>		_____	_____
<b><u>Zone D</u></b>			
Eastern County Government Center 415 W. Michigan Avenue Ypsilanti, MI 48197	(approx. 37 spaces)	_____	_____
Eastern County Government Center Overflow Lot 535 W. Michigan Avenue Ypsilanti, MI 48197	(approx. 67 spaces)	_____	_____
Human Services 555 Towner and Prospect Ypsilanti, MI 48197	(approx. 152 spaces)	_____	_____
Ypsilanti Dept. of F. I. A. 22 Center Street Ypsilanti, MI 48197	(approx. 171 spaces)	_____	_____
<b>TOTAL ZONE "D"</b>		_____	_____



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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.