

## INVITATION TO BID COLUMBIA TOWNSHIP SNOW REMOVAL SERVICES

**ITEM:** Snow Removal Services

**DEADLINE:** November 13, 2020

Columbia Township is requesting bids from qualified bidders for snow removal services for three sites: Columbia Township Hall, Fire Station #1, and Fire Station #2. The Columbia Township Clerk's Office at 53053 County Road 388, Grand Junction, Michigan 49056 will receive sealed bids until 2:00 P.M. November 13, 2020. One (1) original and four (4) copies of a proposal must be submitted. Bid packages can be obtained at the Township Clerk's office during normal working hours or on the Township website, columbiatwp.com.

### GENERAL CONDITIONS

1. **SUBMITTAL** All bids must be submitted in a sealed envelope or package, and must include the following information on the exterior of the package:
  - Bidder's Business Name and Address
  - Project Name
  - Send bids to the attention of the Township Clerk, Christy Case, Columbia Township:
    - i. For hand delivery or UPS/FedEx – 53053 County Road 388, Grand Junction, Michigan 49056
    - ii. Mail - PO Box 323, Grand Junction, MI 49056
    - iii. It is the responsibility of the Bidder to ensure that the bid arrives on time and at the right place. Any bids received after the above date and time will be disqualified.
2. **PUBLIC INFORMATION** All submitted bids and information included therein or attached thereto shall become public record upon delivery to the Township.
3. **CLARIFICATION OF INVITATION TO BID (ITB)** Any request(s) for clarification should be directed to Christy Case, Clerk, clerk@columbiatwp.com. In the event it becomes necessary to revise any part of the bid request, an Addendum will be posted on the township website.
4. **RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES** The Township reserves the right to reject any or all bids, to award the contract, not award the contract, split the award after review of the bids, and award more than one contract. The Township reserves the right to reject low bids or to accept a higher bid, to negotiate terms and conditions, to waive any irregularities and/or informalities, and to accept or reject any item or combination of items. The Township reserves the right to award the project to the Bidder it deems to best serve the overall interests of the Township and reserves the right to accept or reject any or all bids received in response to the Invitation to Bid. Any acceptance of a bid shall not be binding on the Township until the Township Board has approved the award of contract, and until the Contractor has submitted the signed Contract, proof of insurance, and satisfied all acceptance conditions. The Township reserves the right to continue to review, evaluate and investigate all bids and Contractors until there is a binding contract between the parties.
5. **RESPONSIVE ITB's** Companies are expected to examine the ITB requirements and all instructions. Failure to do so shall be at the company's risk. The bid shall substantially conform to the terms, conditions and specifications of this ITB, otherwise, it may be declared non-

responsive and rejected. Bidder shall provide a straight forward, concise description of the capabilities to satisfy the requirements of the ITB. The person signing the bid must initial all erasures or other changes. If any person contemplating submitting a bid is in doubt of the true meaning of any part of the specifications or other conditions with the ITB, they are advised to call and have the portion in question clarified.

6. **CHANGES AND ADDENDA TO BID DOCUMENTS** all changes and addenda will be posted on the township website. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.
7. **INTERVIEWS/PRESENTATIONS** The Township reserves the right to interview qualifying bidders as part of the evaluation process.
8. **PROPOSED PRICE** The prices proposed shall be held firm for 120 days or final award of contract, whichever comes first, except the successful bid prices shall be held firm for the entire contract period. The terms and provisions of this ITB and the Contractor's response shall become contractual obligations if a contract ensues. Failure of the successful Contractor to accept these obligations may result in cancellation of the award.
9. **WITHDRAWAL OF BID** Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after opening except the successful bidder whose prices shall remain firm for the entire contract period.
10. **EXECUTION OF CONTRACT** If a bidder does not execute a Contract acceptable to the Township within 10 days after being notified of selection, the Township may give notice to the firm of the Township's intent to select the next most qualified firm or call for new proposals, whichever the Township deems most appropriate.
11. **LIABILITY FOR COSTS** The Township is not liable for any costs incurred by firms with regard to this ITB.
12. **TAX EXEMPTION** Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The Township will furnish the successful bidder with tax exemption certificates when requested.
13. **INDEMNIFICATION AND HOLD HARMLESS** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless Columbia Township, its elected and appointed officials, employees and volunteers and others working on behalf of the Columbia Township, against any and all claims, damages (including but not limited to 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 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 Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to Columbia Township or its elected and appointed officials, employees and volunteers, or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this ITB and the contract entered into. The successful bidder

shall hold the Township harmless and provide a signed Hold Harmless agreement, acceptable to the Township, prior to the award of contract.

14. **INSURANCE REQUIREMENTS** The Contractor shall secure and maintain during the term of this contract insurance in the types and amounts specified in Attachment A, from an insurance agency authorized to do business in the State of Michigan, whose rating is satisfactory to the Township. The Contractor shall be required to provide a certificate of insurance evidencing the required coverage prior to execution of the contract and the policies shall include the additional insured language. See Attachment A. In addition, a copy of your current insurance coverage should be attached to this bid.
15. **MATERIAL SAFETY DATA SHEETS** Safety Data Sheets (SDS) (previously known as Material Safety Data Sheets (MSDS)) must be supplied when chemicals are part of any order.

#### CONTRACT TERM

1. **CONTRACT PERIOD** The contract period shall be for two (2) years from November 18, 2020 through October 31, 2022. There is an option for one (1) year extensions upon mutual consent between the Contractor and the Columbia Township. Any future extensions would be under the same terms and conditions of the original bid.
2. **CANCELLATION OF CONTRACT** The Township reserves the right to cancel any Contract at any time upon thirty (30) days prior written notice of its intent to terminate agreement. The selected firm shall provide the Township at least ninety (90) days prior written notice of its intent to terminate any Contract.

#### TERMS & INVOICING

All bids will be considered net 30 unless otherwise stated. Payment will be made when all work or equipment specified is received and properly invoiced.

#### AWARD

1. The evaluation and award of this bid will be based on a combination of factors including, but not limited to, the following: bid price, past performance, ability to meet service requirements, manpower and equipment available to perform this service, completeness of bid, compliance with specifications, and any other factors considered to be in the Township's best interest.
2. Columbia Township reserves the right to make an award in total or to split the award in whatever manner deemed to be in the best interest of the Township entities.

#### ADDITIONAL ITEMS

1. Since this service impacts public safety the Township reserves the right to cancel this contract immediately for failure of the contractor to comply with terms and conditions set forth herein that might impact the safety/well-being of the Township and residents utilizing this site. In case of default of the contractor, the Township may cancel the contract or purchase order and procure services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The Township may remove a defaulting contractor from future bid lists.

2. The contractor shall not subcontract any or all portions of the work unless the Township grants prior written approval. Any subcontractor, as approved, shall be bound by the terms and conditions of this contract.
3. Proper precautions must be exercised regarding patron and employee safety while the requested services are being performed. The maintenance staff will strictly monitor service specifications. Work left undone, or not completed, will require the return of your staff to remedy the situation.
4. The Township will not be liable for damage to property due the contractor's negligence. The contractor shall take all necessary measures to prevent damage to Township property, such as: grounds, fencing, lighting and utilities (i.e. sprinkler heads, etc.) adjacent to work. Should damage occur as a result of the contractor's work, the contractor is responsible for the repair and/or replacement of the damaged area; otherwise, the Township shall repair and/or replace the damaged area and charge the contractor or deduct the amount from contractor's payment.

## **SCOPE OF SERVICES**

### **Sites to be serviced:**

- Town Hall (53053 County Road 388) – 24,215 sq. ft.
  - In addition, sidewalk along the north, east and west sides of the building.
- Fire Station #1 (54230 County Road 388) – 4,140 sq. ft.
  - In addition, snow cleared from service door entrance.
- Fire Station #2 (12316 52<sup>nd</sup> St) – 24,355 sq. ft.
  - In addition, snow cleared to allow path to main door entrance.

### **Building operation hours:**

- Fire Stations – 24/7
  - Town Hall – 8:30 a.m. – 4:30 p.m. Monday through Friday; Wednesdays we need cleared until 10 p.m.; Saturdays 8:30 a.m. to 1:30 p.m.
- A. The Town Hall parking lots must be cleared and/or salted by 8:00 a.m. and sidewalks by 8:30 a.m., Monday thru Saturday. These times correspond to the building opening and service needs to be as close as possible to these times.
  - B. Fire Station lots must be cleared by 7:00 a.m. and sidewalks by 7:30 a.m., seven days a week. The Emergency Services Department is a 24-hour operation - their site may need snow removal services at any time, so equipment must be available within one (1) hour of notification.
  - C. Snow removal service must be automatic at two inches (2") of snow and above. If less than two inches (2") or if there is freezing rain or sleet, service will be called for by the emergency services department or other authorized individuals whose names will be provided. Indicate your response time below: \_\_\_\_\_
  - D. Clear all sidewalks and entryways, unless they are cleared before your crews reach our site. If hazardous conditions exist, magnesium chloride (preferred product) should be applied to Town Hall and Fire Station sidewalks and entryways. Include material data sheets on the product you propose

to use. The Township reserves the right to request documentation during the season to confirm the proposed product is being utilized

- E. Every effort must be made to keep all salt and chloride from entering the lawn or landscape beds.
- F. During a heavy snow period, when repeat site servicing is required during a 24-hour period, will your company offer an hourly rate for service as opposed to charging per plow? If so, specify what that rate would be on the attached bid form.
- G. Fire Stations - Salting is sometimes required at our Fire Stations. The successful bidder will receive a list of individuals who are authorized to request this service. All Emergency Services Department sites called in at once will be handled as one work order and will be billed as total tonnage dropped.

**Columbia Township Contractor Questionnaire**

Please provide the following additional information and submit with your bid:

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Established: \_\_\_\_\_ State: \_\_\_\_\_

Type of Organization: \_\_ Individual \_\_ Corporation \_\_ Other \_\_\_\_\_

\_\_ Partnership \_\_ Joint Venture

If applicable: Former Firm Name(s) \_\_\_\_\_

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Where is your headquarters located? Do you have any offices in Michigan? In Van Buren County? Please specify

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How many years has your company been providing this type of service? \_\_\_\_\_

3. How many employees does your company employ? \_\_\_\_\_ Full time \_\_\_\_\_ Part time

4. Telephone numbers for 24-hour communications must be provided. Describe the communications system your company has in place.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Does your company currently service any 24-hour locations? If so, list them below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. How far from the Township Hall is your dispatch center where your trucks will be loading up with stock and supplies to service our sites? (Approx. miles) \_\_\_\_\_

7. References: Please list below at least (3) three companies or public agencies for whom you have done similar work. Provide contact names, phone numbers and addresses.

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

8. With your bid response, attach a list of the equipment and detail manpower you have available to service the Township. List your location(s) and describe storage available to you for service materials, ex. salt, etc. Supply information on where you get your products from and the reliability of the source. The undersigned hereby declares that he/she has carefully examined the scope of work and will provide the specified services for Columbia Township for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product. The foregoing questionnaire is a true statement of facts:

Signature of Authorized Company Representative: \_\_\_\_\_

Representative's Name: (print) \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**COLUMBIA TOWNSHIP BID FORM**

Please quote rates for both Seasonal and Per Push Contracts on the following:

<b>SEASONAL CONTRACT</b>	Year One	Year Two	Optional Year Three
Town Hall	\$	\$	\$
Fire Station #1	\$	\$	\$
Fire Station #2	\$	\$	\$
<b>TOTAL SEASONAL BID</b>	\$	\$	\$

<b>PER PUSH CONTRACT</b>	Year One		Year Two		Optional Year Three	
	1"-5"	Over 5"	1"-5"	Over 5"	1"-5"	Over 5"
Town Hall	\$	\$	\$	\$	\$	\$
Fire Station #1	\$	\$	\$	\$	\$	\$
Fire Station #2	\$	\$	\$	\$	\$	\$
<b>SIDEWALKS</b>						
Town Hall	Over 2"	\$	Over 2"	\$	Over 2"	\$
<b>SALT APPLICATION</b>	Year One		Year Two		Optional Year Three	
Town Hall	\$		\$		\$	
Fire Station #1	\$		\$		\$	
Fire Station #2	\$		\$		\$	

The undersigned as bidder, declares that, having examined the sites of the proposed work and informed himself/herself fully in regard to the conditions to be met in the performance of the work. Having read and examined all specifications pertaining to this work, proposes to furnish all materials, tools, equipment, transportation, labor, supervision and all else necessary for the satisfactory and complete performance of these services to Columbia Township Entities as detailed on the following pages. In submitting this bid, it is understood by the undersigned that Columbia Township reserves the right to accept or reject any and all bids, to let bids again, and to waive any irregularities or informalities in the best interest of the Township.

Bidder: \_\_\_\_\_

Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Salt Alternative**

Please describe product and its' benefits to Columbia Township – include product brochure.



## CONTRACT

This Contract shall be effective as of the date of the last signature and is between Columbia Township, whose address is 53053 County Road 388, P.O. Box 323, Grand Junction, Michigan 49056, ("Township"), and \_\_\_\_\_, \_\_\_\_\_ ("Contractor")

**Project.** This Contract is for a project to be referred to as Snow Plowing Services 2020/2022 Season. The contract will cover a two (2) year period, from November 18, 2020 through October 31, 2022. There is an option for one 1-year extensions upon mutual consent between the Contractor and the Columbia Township Board. Any future extensions would be under the same terms and conditions of the original bid.

**Work.** For and in consideration of payment by the Township as provided under Contractors Bid, Contractor shall perform the work described on and in the work specifications, which are attached to and part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

**Contract Price and Payment.** The Contract Price is per the attached bid. The Township agrees to pay the Contractor the Contract Price in exchange for and consideration of the timely and satisfactory completion of the work. Except as may be otherwise provided in the Contractor's Bid or Proposal and agreed to by the Township, payments toward the Contract Price shall be made for satisfactorily completed work within thirty (30) days of the Township receiving the bill or invoice for the work from the Contractor. The procedure and information required in the submission, review and payment of progress and final payment requests is contained in the Payment Procedure that is attached to and part of this Contract. Payment requests may not be submitted more than once per month.

**Insurance.** This Contract is conditioned on the Insurance Requirements that are attached to and part of this Contract, being satisfied and confirmed by Certificate(s) of Insurance delivered to the Township, with said coverage to be maintained for the life of this Contract and the Township entitled to thirty (30) days written notice of any cancellations or changes.

**Liability.** Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the Township, its agents and others working on the Township's behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Township by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract, including claims arising under the worker's compensation laws of the State of Michigan.

**Inspections, Notices and Remedies Regarding Work.** During the performance of the work by Contractor, Township shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, Township shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the defects or defaults within the time specified. Upon a failure to do so, the Township may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the

cost in doing so a valid claim and charge against Contractor or preserve the claims of defects or defaults without termination by written notice to Contractor.

**Disposal Requirements.** The Contractor shall perform all work and dispose of all scrap, unused, discarded, waste or demolition debris and materials resulting from the work in compliance with all provisions of applicable federal, state, county and Township environmental laws and the work specifications Independent Contractor. Contractor is and shall perform under this Contract as an Independent Contractor with complete control over its employees, agents, subcontractors and operations. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the Township and nothing in this Contract shall create any contractual relationship between the Township and any subcontractor of the Contractor. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because Township is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

**Governing Law.** This Contract shall be governed by the laws of the State of Michigan, with the additional legal authority, restrictions or limitations applicable to the work, if any, to be set forth in a Statement of Additional Authority that if attached to this Contract shall be a part of it.

**Assignment.** Contractor shall not assign this Contract or any part thereof without the written consent of the Township. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

**Termination.** The Township reserves the right to cancel this contract without cause or reason upon 30 days written notice.

**Notices.** Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Township: Christy Case, Clerk; Linda Norton, Supervisor.

Fire Department Changes: Dave Johnson, Emergency Services Chief

Contractor:

**Changes.** Any changes in the provisions of this Contract must be in writing and signed by the Township and Contractor.

**Waivers.** No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

WITNESS AND DATES

COLUMBIA TOWNSHIP

OF SIGNATURES:

\_\_\_\_\_

By \_\_\_\_\_

Linda Norton

Its: Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Christy Case

Its: Clerk

Date: \_\_\_\_\_

**WORK SPECIFICATIONS**

The plans, specifications, limitations, requirements and conditions for the work under this Contract are those contained or referenced in the attached Bid Submittal all of which are considered to be part of this Contract.

**PAYMENT PROCEDURE**

Contractor Representative (to submit payment requests):

Township Representative(s) (to receive payment requests): Christy Case, Clerk, 53053 County Road 388, PO Box 323, Grand Junction, Michigan 49056.

Information required being on Invoices or Bills: Date & Time, Plow location, Salt & De-icing material usage.

Documentation Required To Be Submitted With Invoices or Bills: Snow Service Report

**INSURANCE REQUIREMENTS**

The Insurance Requirements applicable to this Contract are attached.

## ATTACHMENT A - INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until they have obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Columbia Township.

1. **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.
2. **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 \$1,000,000 per occurrence and/or 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; (E) Deletion of all Explosion, Collapse, and underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor 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 \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Excess Liability Insurance:** The contractor shall procure and maintain during the life of this contract, Excess Liability Insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: Columbia Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
6. **Cancellation Notice:** All Coverages, as 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: Christy Case, Clerk, Columbia Township, P.O. Box 323, Grand Junction, MI, 49056."
7. **Proof of Insurance Coverage:** Insurance certificates must be supplied within five (5) business days of contract award and send to: Christy Case, Clerk, Columbia Township, P.O. Box 323, Grand Junction, MI, 49056.
8. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Columbia Township at least ten (10) days prior to the expiration date.

**Hold Harmless Agreement Clause and Indemnification Clause**

The Contractor agrees to defend, pay on behalf of, and hold harmless Columbia Township, its elected and appointed officials, employees and volunteers and others working on behalf of Columbia Township, against any and all claims, demands, suits, loss, including actual attorneys fees incurred, all cost connected therewith, for any damages which may be asserted, claimed or recovered against or from Columbia Township, its elected and appointed officials, employees, volunteers or others working on behalf of Columbia Township, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date