

**Charter Township of Canton
Downtown Development Authority**



Invitation To Bid

for

SNOW REMOVAL SERVICES

Contact: Amy Hamilton

Phone: 734-394-5186

E Mail: amy.hamilton@cantonmi.gov

Date Issued: 9/15/2022

Due Date & Time: 3:00 p.m., Thursday, September 29, 2022

The deadline established for the receipt of your sealed bid is **9/29/2022** at 3:00 p.m. The bid is to be submitted to the Clerk's Office, 1150 S. Canton Center Road, Canton, Michigan 48188. Address the bid to:

Canton - Clerk's Office
SNOW REMOVAL SERVICES
DUE 9/29/2022 at 3:00 P.M.
1150 Canton Center S
Canton MI 48188

GENERAL REQUIREMENTS & INSTRUCTIONS

1. **SUBMISSION OF OFFERS:** All offers should be submitted in a sealed envelope or package. The invitation title, opening date and time, company name, address and telephone number shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Clerk's Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Clerk's Office after the specified date and time will not be considered. Responses shall be submitted on the forms provided by Canton. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty days unless otherwise specified. Bid must include all costs. **All offers must include the original and at least ONE (1) copy.**
2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein.
3. **EXECUTION OF ACCEPTANCE:** Canton Township legally recognizes acceptance of formal offer when a written contract is signed by both parties. Offerer is not to assume that the Canton Board of Trustees resolution approving the bid or proposal is a binding contract.
4. **OPENING & RECORDING:** Opening shall be public in the Clerk's Office immediately following the advertised deadline date and time for receipt of submittals.
5. **INTEGRITY:** Canton Township does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
6. **TABULATION:** Bid results will be posted on the MITN website at <https://www.bidnetdirect.com/mitn/solicitations/open-bids/page1>
7. **BOARD AWARDS:** As the best interest of Canton may require, Canton reserves the right to make award(s) by an individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countrywide basis with one or more supplier(s) or provider(s); 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 Canton Township. Bid awards will be posted on the Township's website at www.canton-mi.org.

8. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a brand name “OR EQUAL” description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing “equal” products will be considered for award if such products are clearly identified in the offer and are determined by Canton to meet fully the salient characteristic requirements listed in the specifications.
9. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB Canton Township, all packing, handling, shipping charges and delivery to any point(s) within Canton to a secure area or inside delivery.
10. **PAYMENT TERMS:** Canton Township will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) of the invoice or receipt of all products or services ordered.
11. **INCURRED EXPENSE:** This invitation does not commit Canton to make an award nor shall Canton be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
12. **QUESTIONS/ ADDENDA:** Any questions concerning the conditions or specifications shall be directed to the designated contact person. Addenda items will be posted on the township website, on the Purchasing Division page under Requests for Bids, Proposals and Qualifications. It is the bidder’s responsibility to check and verify that addenda have been issued. Failure to acknowledge addenda may result in the offer not being considered.
13. **CLARIFICATION/CORRECTION OF ENTRY:** Canton reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
14. **INSURANCE:** The successful bidder is required to furnish evidence of the following insurance requirements in accordance with Canton’s Risk Management Policy O:02. Work may not commence until the Certificates of Insurance have been received. 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 \$1,000,000 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 \$1,000,000 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 ***Additional Insured:*** The Charter Township of Canton, 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: Mike Sheppard, 1150 Canton Center S., Canton MI, 48188.

Indemnification: To the fullest extent permitted by law, the (name of contractor) agrees to defend, pay on behalf of, indemnify, and hold harmless the Charter Township of Canton, its elected and appointed officials, employees and volunteers, and others working on behalf of the Charter Township of Canton against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Charter Township of by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this agreement.

15. PUBLIC ACT 517 OF 2012: In accordance with Public Act 517 of the Public Acts of 2012, any Iran linked business is not eligible to submit a bid on a request for proposal with a public entity in Michigan. An “Iran linked business” includes the following:

- (1) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tanker or products used to construct or maintain pipelines used to transport oil or liquefied gas for the energy section of Iran; and
- (2) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

For purposes of this prohibition, “person” includes an individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other non-governmental entity, organization or group. It also includes a governmental entity or instrumentality of a governmental entity, or any successor, subunit, parent company or subsidiary of, or company under common ownership or control with and of the foregoing.

CANTON DDA STREETSCAPE SIDEWALKS **SNOW REMOVAL SERVICES**

DESCRIPTION OF PROJECT

The project involves sidewalk snow removal services for all of the sidewalks within the Downtown Development District Streetscape. See attached map.

PAYMENT

Requests for payment shall be submitted monthly to the Downtown and Community Development Coordinator. A monthly activity report shall accompany the invoice outlining such detail as the time spent on the job, number of employees, and work completed, including repairs. Payment of invoices shall be made within 30 days of receipt of invoice.

SCOPE OF SERVICES

- 1. Snow and Ice Removal** - Snowfall of 1 inch or more shall be removed from all sidewalks in the designated DDA area (see attached map) within 6 hours--maximum 8 hours after snowfall has ended. The Contractor will be expected to monitor weather conditions to assure the most practical snow removal schedule. Generally, the DDA sidewalks should be cleared of snow no later than 10:00 a.m. when area businesses open, unless weather predictions would deem it inadvisable. In the event snow is emptied onto the sidewalk by other Contractors removing snow from adjacent parking lots, driveways, and intersections, the Contractor will be expected to monitor these areas and take necessary action to remove such excess snow; and always assure safe pedestrian travel along the DDA sidewalks during the winter season.

The Contractor shall submit a bid for snow removal structured upon depth of snow and length of time for removal, with an estimated 15 removals. Proper equipment shall be used so as not to damage buildings, sidewalk, brick pavers, garden walls, and curbs. All necessary safety precautions shall be observed to prevent injury to pedestrians and damage to vehicles in the area.

DDA sidewalks must be kept free of ice to always provide for pedestrian safety during the winter season. Contractor will be responsible for applying calcium chloride to sidewalk areas for removal of ice as necessary based upon timing and severity of precipitation events. For bid purposes, assume that calcium chloride will be applied at each snow removal event. Additional applications shall be provided on an as needed basis when it is determined that the benefit of additional calcium chloride provides a considerable safety improvement as a preemptive measure to a winter precipitation event or when ice buildup is evident, and a price per application is requested in this request for proposals. At such times, the Contractor shall advise that an additional calcium chloride application is necessary and notify the DDA prior to application.

2. **Removal of Litter and Temporary Signage** - The Contractor shall be responsible for the removal of all litter and debris from the landscape beds, litter receptacles, turf (prior to plowing), sidewalks, paved sidewalks, curbs, gutters, mulch areas within the contract boundaries. All litter shall be legally disposed of at no additional cost to the DDA.

Trash pick-up and removal of nuisance signs is included in the Scope of Services.
3. **Monitor Streetscape for Graffiti** - The Contractor shall advise the DDA Coordinator immediately of any graffiti encountered within the DDA limits. The contractor is free to submit a proposal for removal of any graffiti encountered.
4. **Monitor Streetscape for Hazardous Conditions** - The Contractor shall advise the DDA Coordinator immediately of any hazardous or potentially hazardous conditions that may be found, including but not limited to sidewalk damage, DDA garden walls, street lights poles, or any non-illuminated street lights.

INSTRUCTIONS TO BIDDERS

BIDS

Sealed bids shall be received as described in this Invitation to Bid.

The Bid shall be submitted only on forms provided by Canton Township and shall be priced as indicated on the bid form. The DDA is requesting the proposal to be submitted with two (2) options for evaluation, as described below. The Contract shall be awarded based on the lowest priced qualified Bidder.

Bids shall be enclosed in a sealed envelope properly identified with the name of the project, date and time of bid opening, and bidder information and shall be delivered to the Canton Clerk's Office on or before the time specified in the Advertisement for Bids.

Bids shall be made in full conformity with all the conditions set forth in these Drawings and Specifications.

INSPECTION OF SITE

Before submitting a bid proposal, each Bidder shall be held to have inspected the contract area, determined the site conditions and shall be held to have compared the site or sites with the Drawings and Specifications and to have satisfied himself/herself as to conditions of the work site, existing construction and any other conditions affecting the carrying out of the work before delivery of his/her Bid.

No allowance or extra consideration on behalf of the Contractor shall subsequently be allowed by reason of error or oversight on the part of the Contractor or on account of interference by the Contractor's activities.

NAMES AND STATUS OF BIDDER

The names and legal status of the Bidder, that is, as a corporation, partnership or individual, shall be stated in the Bid and legal documentation of the status of the company, such as corporate papers or partnership papers shall be provided, if requested by the DDA.

Anyone signing a Bid as an agent of another or others must submit with the Bid legal evidence of his/her authority to do so.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

EXPLANATION TO BIDDERS

Addenda issued to Bidders prior to the date of receipt of Bids shall become a part of the Specifications and all Bids shall include the work described in the Bids.

CONTRACTOR QUALIFICATIONS

It is the intention of the Canton Downtown Development Authority to award this Contract to a Contractor fully capable, both financially and with applicable experience, to perform and complete the work in a satisfactory manner.

At the discretion of the DDA, each Bidder under consideration may be required to submit any or all of the following information:

- The address and description of the Bidder's permanent place of business
- Bidder's financial statement
- Bank References; Name of Bonding Co., Bonding Capacity and amount now bonded
- Statement of Financial Conditions-current assets and current liabilities
- Such additional information as will satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract

The Contractor shall always utilize staff at appropriate times and in a proper manner to assure the project work is performed in a safe, efficient and professional manner.

The Contractor will need to provide Public Liability and Property Insurance and Workmen's Compensation Insurance for his employees. He will, upon request, furnish these Certificates of Insurance to the Downtown Development Authority of the Charter Township of Canton.

All work shall be performed in a professional and competent manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as meeting all OSHA and MIOSHA safety standards.

Each bidder must submit a list of relevant projects which the bidder has completed in the last five (5) years, as well as three (3) reference contacts.

INSURANCE REQUIREMENTS

The Contractor shall keep his/her services and operation insured, against claims for personal injury or property damage under policies of general public liability insurance, comprehensive and motor vehicle insurance with limits of at least One Million (\$1,000,000) Dollars per occurrence, and One Million (\$1,000,000) dollars for property damage. Such policy shall be modified to provide endorsements for the *Charter Township of Canton* and the *Downtown Development Authority of the Township of Canton* as additional insured parties. Within 15 days after the date of a signed agreement between the Contractor and the Downtown Development of the Charter Township of Canton, the Contractor shall deliver to the DDA Coordinator certificates of insurance and endorsements certifying such insurance is in full force and effect.

GENERAL SPECIFICATIONS

The DDA proposes to contract the project work within the confines of the DDA area (see attached map). All labor, materials, and equipment necessary to perform the work required for snow removal services shall be provided by the successful bidder and included in the bid price.

The designated DDA maintenance area shall be in constant use by the DDA and the municipality during the project work. The Contractor shall schedule work to cause the least amount of conflict with normal activities in the area.

During the first week of November in each contract year, the Contractor will meet with the DDA Coordinator and review all aspects of the respective tasks specified within this document. The DDA shall, if necessary, make changes in the submittal to conform to the DDA's needs.

All requests for service shall be handled as an urgent request. Phone messages shall be responded to in one hour. The DDA Coordinator shall be provided with a single source contact as project manager who will be responsible for handling all requests. The contractor shall provide cellular and home phone numbers for emergency contact.

At no time shall the Contractor drive any type of street vehicle on the sidewalk and stamped concrete areas of the DDA streetscape area. Maintenance utility vehicles

such as club carts and gator vehicles may be allowed to move materials along the sidewalk areas if needed.

It will be the Contractor's obligation to ensure that shrubs, trees, garden wall, street lights, etc. be protected from damage caused by use of maintenance equipment. The DDA shall be notified immediately of any property damage incurred.

Contractor guarantees the reimbursement, repair, replacement and/or restoration to the satisfaction of the DDA, of any property (DDA, municipal or private), destroyed or damaged during performance of the contract. This shall include but not be limited to plant material, buildings, garden walls, street lights, pavements, curbs, walks, turf, traffic signs, irrigation equipment, pedestrians, and automobiles. Any necessary repairs and/or replacements shall be made at no additional cost to the DDA.

The employees of the Contractor shall always be properly dressed in a Company issued uniform. These uniforms shall be neat, clean, and in a well-maintained condition.

Employees must wear appropriate outerwear that is always clean and in good repair. No logos, slogans, pictures, commercial advertisements, other than the Contractor's shall be exposed while on DDA or Canton Township property or in route to the job site.

Any complaints made by a citizen of Canton Township to a Contractor or his employees shall be handled in a timely and courteous manner. The DDA Coordinator shall be notified of all complaints within twenty-four hours of the incident.

The Contractor agrees that he will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, privileges of employment, color, religion, national origin, age, sex, height, weight, or marital status.

The Contractor must conform to all Federal, State, and Local Labor Laws.

Any deviation from these specifications must be approved in writing by the DDA Coordinator.

The DDA may, without invalidation of the original contract, order changes as may from time to time be deemed desirable or necessary. The Contractor will provide the DDA with a detailed estimate of the cost of the proposed change. The DDA will advise the contractor if the change will be implemented.

INCREASE OR DECREASE IN CONTRACT QUANTITIES

The Owner reserves the right to increase, decrease or delete items in the Bids to match the Contract amount to the funds available.

AWARD OF CONTRACT

The Owner reserves the right to reject any or all Bids and to waive irregularities in Bidding. The successful Bidder shall be required to furnish satisfactory bonds and certificates of insurance.

TERM OF CONTRACT

The term of the seasonal contract shall be from November 15 to March 31 for each of the contract years beginning November 15, 2022 and ending March 31, 2025. An annual evaluation of performance will be conducted at the end of the season. The DDA reserves the right to extend this contract as mutually agreed upon by both parties.

The contract may be terminated by either party, without cause, with a 30-day written notice.

OWNER'S RIGHT TO COMPLETE

The Downtown Development Authority reserves the right to terminate the contract after one year or if at any time the Contractor should abandon this work; or if he should be adjudged bankrupt, or if his performance on this project is unnecessarily or unreasonably delayed; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of insolvency; or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable material for the work; or if he should habitually fail to make prompt payment for materials and labor; or if he should persistently disregard laws or ordinances or the directions of the Downtown Development Authority; or if he should willfully violate any of the terms of the contract. In the event of such termination, a 30-day notice will be issued by the Canton Downtown Development Authority to the Contractor. At the discretion of the DDA, such termination may result in back charges against the Contractor for any unresolved work at the time of separation.

REQUIREMENTS

1. The Contractor shall be duly licensed by the appropriate authorities to perform this work.
2. Insurance shall be in accordance with the Charter Township of Canton insurance requirements.
3. The Contractor must provide references for similar jobs of similar scope in commercial areas.
4. The signed contract is not assignable or transferable to any other company without approval of the Downtown Development Authority.

5. The term of the contract will be for three (3) winter seasons (November through March), with an option to renew at the end of the contract, based upon mutual consent of both parties regarding terms and conditions.
6. The Contractor will conform to all applicable Federal, State and local laws.

ANY INQUIRIES REGARDING THIS BID ARE TO BE DIRECTED TO:

Amy Hamilton, DDA Coordinator
Downtown Development Authority
Charter Township of Canton
1150 S. Canton Center Road
Canton, MI 48188

BID SUBMISSION

The DDA is requesting the proposal to be submitted with two (2) options for evaluation; 1) a lump sum total for the tasks listed above, and 2) a per visit/application option for both snow/ ice removal and calcium chloride applications. Both must be supplied on the Bid Form provided and shall be for tasks performed for the 2022-2025 seasons.

BID FORM

Please provide costs for the following as a part of this proposal.

Contract Option A:

Snow & Ice Removal and Calcium Chloride Applications:
(Lump Sum, 15 visits each for the 2022/2023, 2023/2024,
and 2024/2025 seasons)

\$ _____

Additional Calcium Chloride Applications:
(per visit, for applications beyond the 15 applications included above
for the 2022/2023, 2023/2024, and 2024/2025 seasons):

\$ _____

Additional Snow & Ice Removals:
(per visit, for removals beyond the 15 removals included above for
the 2022/2023, 2023/2024, and 2024/2025 seasons):

\$ _____

Contract Option B:

Snow & Ice Removal and Calcium Chloride Applications:
(Per visit for the 2022/2023, 2023/2024, and 2024/2025 seasons)

\$ _____

Calcium Chloride Applications
(per visit, in addition to the snow & ice removals noted above for
the 2022/2023, 2023/2024, and 2024/2025 seasons)

\$ _____

CONTRACTOR INFORMATION SHEETS
(These sheets must be completed and included with Proposal)

COMPANY NAME: _____

ADDRESS: _____

ESTABLISHED: _____
(Month) (Year)

TYPE OF ORGANIZATION: (Circle One)

- A) Individual
B) Partnership
C) Corporation
D) Joint Venture
E) Other _____
(Specify)

(If Applicable)

FORMER FIRM NAMES(S)

YEARS IN BUSINESS

YEARS OF WORK IN A RELATED FIELD:

(Described Any Related Work)

USE OF SUBCONTRACTORS:

To provide all services listed in the specifications, would any services be handled by subcontractors? _____ Yes/No If "Yes", please explain:

Subcontractor Name(s): _____

PROJECT MANAGER:

Would your company be able to provide a single project manager for this work? ____
Yes/No

Name: _____ Credentials: (Please List)

Title: _____

REFERENCES: List (3) clients who have had work meeting (or similar to) the Specifications:

	<u>COMPANY</u>	<u>ADDRESS</u>	<u>CONTACT</u>	<u>PHONE</u>
1)	_____			
2)	_____			
3)	_____			

EQUIPMENT: List equipment, owned by the company to be used while completing the job:

THE FOREGOING IS A TRUE STATEMENT OF FACTS:

I/we hereby certify under penalty of law that we are not an Iran linked business as defined in PA 517 of 2012.

Signature of Authorized Company Representative: _____

Company _____

Address _____

Date _____

Representative's Name _____
(Please Print)

