



**DATE: August 1, 2006**

**ITB-COT 06-31**

Sealed proposals for **SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE HOME CHORE PROGRAM WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR** will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **WEDNESDAY, AUGUST 23, 2006, at 10 AM** after which time they will be publicly opened and read in the Troy City Offices. Bid responses are not accepted via fax transmission.

MARK ENVELOPES: **ITB-COT 06-31 HCSNOWREMOVAL** ON THE LOWER LEFT-HAND CORNER.

The proposals will be for Snow Removal Services for the Home Chore Program. Specifications are listed in the bid proposal form on file in the office of the City Clerk.

All bids shall specify terms. The City reserves the right to reject any or all bids, to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

#### **FURTHER INSTRUCTION TO BIDDERS**

1. Any and all bids submitted must be on the City of Troy bid proposal forms. If more than one bid is submitted, a separate bid proposal form must be used for each. Forms are enclosed, or obtainable at the City of Troy's Purchasing Department or on the MITN (Michigan Intergovernmental Trade Network) website at [www.mitn.info](http://www.mitn.info).
2. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder(s) with tax exemption certificates when requested.
3. If further information regarding this bid is required, please contact the Purchasing Department at (248) 524-3338.
4. VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract.

4. Continued

The City of Troy shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN system with all amendments and updates

The City of Troy officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info), and obtain an official copy.

5. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy 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 City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, 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 contract.
6. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.
7. A successful bidder furnishing labor on City/public premises or contracted to do work on behalf of the City does agree to have his workers covered by Worker's Compensation, and furnish a certificate of insurance showing coverage for bodily injury and property damage and worker's compensation to Mr. Stephen Cooperrider, Risk Manager at (248) 524-5127 within 48 hours of a verbal request. The "Company Representative" does warrant that by signing the bid document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.

### **SPECIAL INSTRUCTIONS**

- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period.
- Final bid results will be posted on the MITN website after award. Please register to see the results – [www.mitn.info](http://www.mitn.info).
- *This project uses CDBG funds. Businesses owned by women or minorities are strongly encouraged to apply.*



**CITY OF TROY  
BID PROPOSAL**

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The undersigned proposes to furnish **SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE HOME CHORE PROGRAM WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR** in accordance with the specifications, which are an integral part of this proposal, at the following prices:

COMPANY NAME \_\_\_\_\_

**PROPOSAL: SNOW REMOVAL SERVICES FOR THE HOME CHORE PROGRAM**



<b>Est. No.</b>	<b>Description</b>	<b>Price for Snow Removal per Each Service Call</b>	<b>Price for Salting per Each Service Call</b>
<b>Snow Removal &amp; Salting</b>			
70	Snow removal and/or salting at residential City of Troy homes.	\$ _____	\$ _____



**ESTIMATED QUANTITIES:**

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the amount of services required for the season will be dependent upon the severity of the winter season.

For award purposes, it will be estimated that there will be four (4) call-outs per year even though the number is totally weather dependent and may be more or less.

**GENERAL:**

The City of Troy requires snow removal services to be provided to income- qualified Troy senior citizens and persons with severe disabilities on an as needed basis. The method of snow removal may be shoveling, blowing, brooming, or plowing. The areas to be cleared include driveways from garages to streets, all sidewalks, porches, and walkways. **The lengths and sizes of the driveways and sidewalks will vary.**

Snow removal service will be required upon the accumulation of 3" or more of snow. Approximately 70 residents have qualified and will participate in the snow removal program. Due to the nature of this program, the list of homeowners may change throughout the winter season. An updated list will be available from the Director of Public Works or the Solid Waste Coordinator at the Department of Public Works facility located at 4693 Rochester Rd., Troy, MI 48085. The successful contractor(s) will be notified as changes are made.

**It is expected that the successful contractor(s) will work with the City of Troy forces to coordinate snow removal efforts so as to eliminate the need for the contractor to go back to a home after the City's snowplow has passed.**

It is the goal of the City of Troy to have all snow removal services completed within 24 hours after the end of a 3 to 8 inch snowfall, within 30 hours after the end of an 8 to 12 inch snowfall, and within 36 hours after the end of a 12 or more inch snowfall.

A list of homeowners requiring snow removal services will be made available to the contractor(s) at the beginning of the contract. **The contractor must obtain authorization from the Director of Public Works or the Solid Waste Coordinator before providing any snow removal services.**

**PROCEDURE:**

When there is a snowfall of 3" or more, the City will contact the successful contractor(s) to advise him/her to begin snowplowing operations. The City will specify where the contractor is to begin based on the City's snow removal efforts.

The contractor(s) must maintain contact with the City forces by informing the City of the project status. When a section is complete, the contractor will call the Director of Public Works or the Solid Waste Coordinator and the City representative will inform them of the next section to be completed.

**Note: If there is evidence of slippery or icy areas, salt must be spread appropriately unless otherwise advised. The contractor(s) may be called out to salt when there is less than 3" of snow on the ground if conditions are becoming hazardous to the resident and/or the general public.**

At the end of each day the contractor(s) will fax to the City of Troy a detailed log indicating the date, street name and number, and the service performed (i.e. plowing, salting, shoveling sidewalk, etc.) for each address serviced that day. This log will be faxed to the attention of Vicki Richardson at (248) 524-3520.

**PAYMENT TERMS**

The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

COMPANY NAME: \_\_\_\_\_

**PHONE NUMBER**

The contractor will provide a daytime phone number and contact person, and a 24-hour emergency phone number and contact person.

Daytime phone number \_\_\_\_\_ Contact \_\_\_\_\_

24-hour phone number \_\_\_\_\_ Contact \_\_\_\_\_

**INFORMATION**

For additional general information or questions about this project, please contact Mrs. Vicki Richardson of the Public Works Department at (248) 524-3399 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Bidders are invited to examine the sites to determine the amount of work to be done. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

( ) Our company visited the locations on \_\_\_\_\_

( ) Our company did not visit the sites.

**AWARD:**

It is the intent of the City to qualify one (1) Primary Contractor and one (1) Secondary Contractor for Snow Removal Services. In the event the Primary Contractor is unable to provide the service as needed, the Secondary contractor will be contacted.

The City of Troy reserves the right to reject low bids which have major deviations from specifications; to accept a higher bid, which has only minor deviations from specifications; to award the bid in whatever manner is deemed to be in the best interests of the City of Troy.

If any awarded bidder has not responded to requests for service under the terms of the contract, the City of Troy reserves the right to consider that bidder in default of contract, and to use the secondary supplier exclusively or award a contract to the next low bidder(s) if they are mutually agreeable to extending the bid price received at the time of the bid opening.

COMPANY NAME: \_\_\_\_\_

**REFERENCES:**

Please provide information for at least three (3) clients who have recently had similar work performed by your company.

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

**EQUIPMENT:**

List below the manufacturer, model, and year of all equipment used in providing snow removal services:

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

**EMPLOYEES:**

Number of full-time employees \_\_\_\_\_

Number of part-time employees \_\_\_\_\_

**DOWNPAYMENTS OR PREPAYMENTS:**

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance, as being in conformance with specifications will not be considered for award.

COMPANY NAME: \_\_\_\_\_

**SIGNATURE PAGE**

**PRICES:**

Prices quoted shall remain firm for sixty (60) days or bid award whichever comes first, except the successful bidder(s) whose prices shall remain firm from date of award until May 1, 2007.

The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City of Troy may terminate this contract upon written notice to the successful bidder(s) if funding for this project is eliminated.

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE** \_\_\_\_\_

COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE NUMBER (\_\_\_\_) \_\_\_\_\_ FAX NUMBER (\_\_\_\_) \_\_\_\_\_  
REPRESENTATIVE'S NAME: \_\_\_\_\_  
(Print)

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** \_\_\_\_\_  
TERMS \_\_\_\_\_ email \_\_\_\_\_

**EXCEPTIONS:**

Any exceptions, deviations, substitutions, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exception(s), deviation(s), or substitution(s) are an integral part of this proposal.

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

**ACKNOWLEDGEMENT:**

I, \_\_\_\_\_, certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE** \_\_\_\_\_

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

**CURRENCY:**

All figures quoted are to be in U.S. Funds.





**Agreement**

I, \_\_\_\_\_, will indemnify the City of Troy, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that is the result of an error, omission, or negligent act of mine or any person employed by me.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

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

**Witnesses: (other than relative)**

1. \_\_\_\_\_  
Signed

\_\_\_\_\_  
Print

2. \_\_\_\_\_  
Signed

\_\_\_\_\_  
Print



**CITY OF TROY**

**SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM**

I, \_\_\_\_\_, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (\_\_\_\_\_).

I, am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

**Witness (other than relative)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print



**STATEMENT OF NO BID  
CITY OF TROY**

**BID NUMBER:** ITB-COT 06-31  
**TITLE:** Home Chore Snow Removal

**Please Send or Fax To:**

City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

<b>Check All That Apply</b>	<b>REASON</b>
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

**REMARKS:**

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

**COMPANY:**

COMPANY: \_\_\_\_\_

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

**IMPORTANT NOTE:** To qualify as a respondent to the bid, the vendor must submit a bid or complete this form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - [www.mitn.info](http://www.mitn.info).