

Invitation to Bid 10/23/18

The Barry County Commission on Aging is accepting sealed bids for snow removal from the flat roof portions of its main facility located at 320 West Woodlawn Avenue in Hastings, MI.

The closing date for the bid is Friday, November 16, 2018 at 2:00 p.m. Bids must be submitted to Kent VanBuren, Maintenance Technician, in a sealed envelope clearly marked "Rooftop Snow Removal". Bids are available on-line at the Barry County web site, barrycounty.org, or at the Commission on Aging BCCOA main facility.

To arrange an inspection of the roof or to ask specific questions regarding the Invitation to Bid, contact Kent VanBuren at 269-948-4856 or kvanburen@barrycounty.org.

Invitation to Bid – Issued October 23, 2018
Rooftop Snow Removal
BARRY COUNTY COMMISSION ON AGING (BCCOA)
320 WEST WOODLAWN AVENUE
HASTINGS MI

REQUIREMENTS OF BIDDER

1. The Barry County Commission on Aging (BCCOA) is requesting bids for snow removal from the flat roof portions of its main facility located at 320 West Woodlawn Avenue, Hastings.
2. **Bids shall be mailed or delivered to the Commission on Aging, in a sealed envelope marked “Rooftop Snow Removal” by 2:00 p.m. on Friday, November 16, 2018**
3. Bids opened by mistake due to improper identification will be rejected and returned.
4. Discount payment within a specified period of time will not be considered in evaluation of bids for award. Such discounts will be taken if payment can be made in that period, even though they are not considered in evaluation of the bid.
5. The bids shall be legibly prepared with ink or typed. If a unit price or extension already entered by a bidder on the bid form is to be altered, it should be crossed out with ink, the new unit price or extension entered above or below and initialed by the bidder, also with ink. The bid shall be legally signed and the complete address of the bidder given thereon.
6. Bids may be withdrawn in person by a bidder or his authorized representative provided his identity is made known, and he signs a receipt for the bid; but only if the withdrawal is made prior to the exact time set for receipt for bids.
7. The Commission on Aging is not subject to sales tax and as such it shall not be included in the final bid.
8. **NO BID MAY BE WITHDRAWN FOR AT LEAST 90 DAYS AFTER BID OPENING.**
9. Bidders are cautioned that any changes, insertions, omissions to the terms and conditions, specifications or any other requirement of this invitation may be considered non-responsive and at the option of the BCCOA may result in rejection of the bid.

10. The BCCOA reserves the right to accept or reject any and all bids and to waive any informalities and minor irregularities in bids received.
11. The bid will be awarded to that responsible bidder(s) whose bid, conforming to this solicitation, will be the most advantageous to the BCCOA, price and other factors considered.
12. Award of this bid and authorization to proceed is dependent on sufficient funds being available.
13. Award of this bid may be split if no vendor is able to satisfactorily meet all specifications.
14. The contact person regarding this bid is Kent VanBuren, Maintenance Technician.
15. An examination of the rooftop spaces may be scheduled prior to November 14, 2018. Please schedule this by contacting Mr. VanBuren at 269-948-4856.
16. A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Barry County and the Barry County Commission on Aging, as well as their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and the Barry County Commission on Aging, as well as their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.

17. This agreement shall be construed according to the laws of the State of Michigan. The Barry County Commission on Aging and the Contractor agree that the venue for any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, South Division.
18. Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

19. The Proposer who is selected as the Contractor shall be an Independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the Barry County or the BCCOA and shall not be entitled to any fringe benefits received by the Barry County and BCCOA personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.
20. The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).
- a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
 - b) 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. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor's Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
 - c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of 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.
 - d) Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
 - e) Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
 - f) Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: BCCOA Executive Director, 320 W. Woodlawn Ave., Hastings, MI 49058."
 - g) Proof of Insurance - The vendor shall provide to the Barry County Commission on Aging at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the and policies mentioned above. If so requested, certified copies of all policies will be furnished.

SCOPE OF WORK

Because the flat rooftops at the Commission on Aging leak when precipitation is present, we are seeking a bidder who will remove snow and ice buildup during the

winter season. Specifically, we are seeking a responsible, insured party to carefully remove snow and ice so as to not cause further damage to the rooftop membranes. The successful bidder will remove snow from the rooftops anytime there is an accumulation of 2" of snow at any one time. The work shall commence at such time as the first 2" accumulation of snow falls, and conclude with the last 2" snowfall in the spring.