

The County of Barry is accepting sealed bids for snowplowing and snow removal for their parking lots located in downtown Hastings. The term of the contract will be for the year beginning November 15, 2017 and ending November 14, 2020. The closing date for the bid is October 31st, 2017 at 2:00 p.m. Bids shall be submitted to Barry County Buildings and Grounds, 220 W. State Street, Hastings, MI 49058. To obtain a copy of the invitation to bid, please visit our web site at [barrycounty.org](http://barrycounty.org) or call (269) 945-1293. Specific questions regarding the Invitation to Bid may be directed to Tim Neeb, Building and Grounds Supervisor at (269) 838-7084.

Invitation for Bid – Issued October 12th, 2017  
Snow Plowing and Snow Removal  
Barry County Buildings and Grounds Department  
220 W. State Street  
Hastings, MI 49058  
(269) 945-1293

1. Barry County is requesting bids for the County owned lots and ramp located at the Courthouse, Courts and Law building, Friend of the Court, Walnut Street Garage, Animal Shelter, and Health Department/Commission On Aging (6 lots and 1 ramp).
2. Bids shall be mailed or delivered to the Barry County Administration, 220 W. State Street, Hastings, MI 49058, in an envelope marked “SNOW PLOW BID” by 2:00pm, October 31<sup>st</sup>, 2017.
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 Bids may be withdrawn in person by a bidder or his authorized representative provided his identity is made known, and he signs a receipt for the bid; but only if the withdrawal is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 County 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 **NO BID MAY BE WITHDRAWN FOR AT LEAST 90 DAYS AFTER BID OPENING.**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 County may result in rejection of the bid.
10. The County of Barry 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 County, 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 Tim Neeb, Buildings and Grounds Supervisor, (269) 945-1293 or (269) 838-7084 (cell phone).
15. A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Barry County and 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 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.
16. This agreement shall be construed according to the laws of the State of Michigan. Barry County 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.
17. 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.
18. 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 County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

19. 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: Barry County Administrator, 220 W. State St., Hastings, MI 49058."
  - g)** Proof of Insurance - The vendor shall provide to Barry County 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.

## Bid Specifications

1. The term of the contract will be for three years, effective November 15, 2017 through November 14, 2020.
2. Anytime there is an accumulation of 2-3 inches of snow, the successful bidder is to plow the parking lots and ramp. All lots shall be open to public and staff by 7:00 a.m. Monday through Friday. Plowing is to be completed after 5:30 p.m. and before 7:00 a.m. Occasionally, at the county's discretion, these lots may need to be plowed during the day.
3. The following sidewalks are to have the snow removed and salted when necessary: All sidewalks at the Health Department/Commission on Aging buildings, the inclined sidewalks leading to the entrances at the Courthouse and Courts and Law building, the entrances at the Tyden Center, and the 2 entrances at the Friend of the Court building.
4. When plowed snow affects parking, the successful bidder will be contacted by the County and asked to remove this build-up. A separate price is to be provided for snow removal. This work is to be bid on an hourly basis and the work will be done at a time convenient to the successful bidder and the County. Snow removal at the Walnut Street garage must be done during daylight hours.
5. A separate price is to be provided for salting the parking lots. This bid price shall include salt. Salting of the lots will be done anytime ice forms on the lots making them hazardous to traffic and at the County's request.
6. The successful bidder is to furnish all equipment and personnel to do the work required and to operate in accordance with all local and state laws. All equipment must have original equipment mufflers or similar.
7. The successful bidder shall be available by telephone between 7:00 a.m. and 5:30 p.m. Monday through Friday to provide emergency plowing during the daytime hours. Contractor must supply snow plowing or salting with-in 1/2 hour of the request.
8. Contractor Damages: An annual inspection of areas to look for damages done during snow removal will occur in May of each year. Contractor shall be responsible for and will be notified by the County of all damage to curbing, lawns, signs, etc. as it is discovered or at the end of the snow season. At the end of the snow season, the Contractor shall be solely and wholly financially liable for any reported damage and shall comply with the instruction of the Buildings and Grounds Supervisor in returning County property to its pre-season condition.
9. General Plowing Instructions:
  - A. Never push or pile snow into handicapped stalls, access aisles or ramps.
  - B. Never push or pile snow into a clear vision area.
  - C. Never push or pile snow onto sidewalks.
  - D. Health Department and Commission on Aging lot includes clearing all sidewalks unless otherwise noted.
  - E. Health Department and Commission on Aging lot shall include salting lot entrance after plowing.
  - F. The Courts and Law lot will have the snow pushed on the green space on the South side of the lot when possible.

BID FORM

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

The undersigned, having read all the terms, conditions, and specifications of the Invitation to Bid, hereby proposes to furnish snow plowing, sidewalk snow removal, and salting at the following prices:

\$ \_\_\_\_\_ per plow

\$ \_\_\_\_\_ Salting per occurrence

Snow removal (Priced per piece of equipment per hour used):

<u>EQUIPMENT</u>	<u>SIZE OF EQUIPMENT</u>	<u>PRICE PER HOUR</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed or printed)