

**SNOW REMOVAL SERVICES & SALTING BID FOR CDBG AND SNOW SWEEPERS 50/50 YARD SERVICE PROGRAMS**

**BID: ITB- SNOW REMOVAL 2017-2018 SERVICE BID #A  
SNOW REMOVAL SERVICES & SALTING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) YARD  
SERVICE PROGRAM AND SNOW SWEEPERS 50/50**

**ITEM: SNOW REMOVAL SERVICES & SALTING FOR ELIGIBLE RESIDENTS ENROLLED IN THE COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) YARD SERVICE PROGRAM AND SNOW SWEEPERS 50/50**

**DEADLINE: Tuesday, October 17, 2017 10:00 A.M.**

**BID OPENING DATE, TIME & LOCATION:  
Tuesday, October 17, 2017 10:00 A.M. CITY OF AUBURN HILLS CLERK'S OFFICE**

1. Sealed bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** Bids are considered received when received and date stamped by the office of the City Clerk. Envelopes are to be clearly marked **ITB- SNOW REMOVAL 2017-2018 SERVICE BID #A SNOW REMOVAL SERVICES & SALTING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) YARD SERVICE PROGRAM AND SNOW SWEEPERS 50/50.** Sealed bids should be submitted to the office of the City Clerk at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326. **Bid responses are not accepted via fax transmission or electronic.**
2. The bid will be for Snow Removal Services and Salting for City of Auburn Hills residents participating in the Community Development Block Grant Yard Service program, hereafter referred to as CDBG Yard Service Program and the Snow Sweepers 50/50. Specifications are listed in this bid proposal found within this document and on file in the office of the City Clerk.
3. All bids shall be opened publicly at the date and time specified. Each bid will be recorded together with the name of the bidder. Bids shall be opened in accordance with the Purchasing Ordinance and the requirements of this notice to be deemed "responsive".
4. The City reserves the right to reject any or all bids or waive any irregularities which it deems in the best interest of the City.
5. Pricing shall be stated per unit as specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.
6. All quantities stated, unless indicated otherwise, are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.
7. Any and all bids submitted must be on the City of Auburn Hills bid proposal forms. Bids must include Forms #1, #2, #3, #4, and #5 to be considered. **DO NOT INCLUDE ANY OTHER PAPERWORK.** 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 Auburn Hills Clerk's Department or on the MITN (Michigan Intergovernmental Trade Network) website at [www.mitn.info](http://www.mitn.info).
8. **DO NOT INCLUDE ADDITIONAL DOCUMENTS, BROCHURES, ETC. SUBMITTED BIDS THAT INCLUDE NON-CONFORMING DOCUMENTS WILL BE DISCARDED.**
9. **\*All questions concerning this document should be directed to:  
City of Auburn Hills Department of Senior Citizen Services Director: Karen S. Adcock, SDC, 248-370-9353  
during business hours of 10:00 am-3:00 pm, Monday-Friday.**

10. 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.
11. 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. The City of Auburn Hills 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 Auburn Hills 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 changes, modifications or additions made by the City of Auburn Hills to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Auburn Hills 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 any amendments and updates.

The City of Auburn Hills officially distributes bid documents from the Department soliciting the bid, the Clerk's Office and/or through the Michigan Intergovernmental Trade Network (MITN) Website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Department publishing the request 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.

12. " A successful bidder furnishing labor on behalf of a City of Auburn Hills project does agree to meet the insurance requirements of the City of Auburn Hills as set forth in the attached Insurance Requirements of City of Auburn Hills document and agrees to have its workers covered by liability insurance, Workers Compensation, automobile insurance and other required insurance and furnish a certificate of insurance showing the required insurance coverage to the City of Auburn Hills Clerk within 5 days 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."
13. To the fullest extent permitted by law, the successful bidder(s) agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Auburn Hills and Oakland County Community & Home Improvement Division, and their elected and appointed officials, employees, and volunteers and others working on behalf of the City of Auburn Hills and Oakland County from and against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Auburn Hills and Oakland County, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Auburn Hills and Oakland County, 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. The successful bidder agrees to sign and execute a Hold Harmless Agreement in the general form shown on Attachment A.
14. To the extent permitted by law, the City of Auburn Hills 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.

15. 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.

**INSURANCE REQUIREMENTS**

The awarded bidder furnishing labor for **the Community Development Block Grant (CDBG) Yard Services Program and Snow Sweepers 50/50** agrees to hold the City of Auburn Hills and Oakland County Community & Home Improvement Division harmless from liability loss and will maintain minimum coverage outline below.

***SEE COMPLETE REQUIREMENTS FOUND ELSEWHERE IN BID DOCUMENT***

The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

Additionally, the City of Auburn Hills and Oakland County Community & Home Improvement Division will be named as additionally insured. Thirty days written notice of cancellation/reduction material change will be provided. All documents will be forwarded to the City of Auburn Hills, Department of Senior Services, and Attention: Karen S. Adcock, SDC 1827 North Squirrel, Auburn Hills, MI 48326.

Further, the contractor will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract. If any of the above coverages expires during the term of this contract, the contractor shall deliver renewal certificates and/or policies to the City of Auburn Hills Senior Services Department at least ten (10) days prior to the expiration date.

**ESTIMATED QUANTITIES:**

Estimated numbers stated are approximate and not guaranteed and will be used for award purposes only. It is assumed that the services required will be dependent upon the number of qualified applicants. Approximately 40 residents have qualified and participated in the snow removal service program in the past. Due to the nature of this program, the number of homeowners may change throughout the term of the contract.

**SITE INSPECTION:**

We do not provide addresses prior to the awarding of the bid for confidentiality purposes. Lists are provided to the contractor performing the service. All sites are located in the City of Auburn Hills. Snow removal will occur on both Mobile Home and Residential driveways, primary homeowner’s walkways and city sidewalks in front of homes if applicable.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors including but not limited to the following: bid price, prior residential snow removal experience, professional competence, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Auburn Hills, and any other factors considered to be in the City of Auburn Hill’s best interest. The City reserves the right to award this bid to the lowest qualified acceptable bidder(s) meeting specifications for each proposal according to CDBG guidelines or to combine proposals, whatever is in the City’s best interest; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations.

If any awarded bidder has not responded to requests for service under the terms of the contract, the City of Auburn Hills reserves the right to consider that bidder in default of contract, and to award a contract to the next lowest reasonable qualified bidder(s) if they are mutually agreeable to extending the bid price received at the time of the bid opening.

**SUBCONTRACTORS:**

No subcontracting is permitted without the express written permission of the City of Auburn Hills.

**PURCHASE ORDER & CDBG PUBLIC SERVICE CONTRACT:**

After the City Manager and/or designee has approved the award recommendation and the contractor(s) has submitted their insurance as specified; the successful bidder(s) will receive a purchase order issued from the City of Auburn Hills, which will create a bilateral contract between the City of Auburn Hills and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A CDBG Public Service Contract document will be issued outlining the specific federal, state and county specifications in relationship to HUD funded programs. The successful bidder shall be an independent contractor for the City and shall not be an employee of the city.

**CONTRACT DURATION & RECORD RETENTION:**

Contract duration shall be November 1, 2016 through March 31, 2017 or until funds are depleted. Specific start and end dates to be determined by city and as funding is available. Contractor will maintain all records for no less than seven (7) years after the City of Auburn Hills makes final payment and all pending matters are closed. Access to the financial records pertaining to CDBG funds must be provided to the City of Auburn Hills auditors and/or Oakland County Audit Division.

**CONTRACT TERMINATION:**

The City of Auburn Hills shall reserve the right to terminate the contract upon 15 days written notice due to poor performance, and the City reserves the right to terminate the contract upon 30 days written notice for any or no reason. The City of Auburn Hills Senior Services Director or her designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Auburn Hills's best interest and will be final.

**DOWN PAYMENTS OR PREPAYMENTS:**

Any bid received which requires a down payment or prepayment of any kind prior to performance of the service required and acceptance, as being in conformance with specifications will not be considered for award.

**PAYMENT TERMS:**

The City will pay only for the actual number of homes serviced. The successful contractor will provide an invoice with a non-reoccurring invoice number along with a schedule showing the date and address that was serviced after each plow. Separate Invoices will be required for Snow Sweepers 50/50. The City of Auburn Hills will verify that all work was completed satisfactorily before any invoice will be paid. Contractor recognizes payments may take up to 30 days from receiving date of both invoices.

**SERVICE DESCRIPTION:**

- The Senior Services will provide Contractor with a list of participants that includes name, address and phone number at the time of the contract signing. Updated participant lists will be provided as needed.
- Snow removal service will occur when there is a minimum of 2" of new fallen snow or at the request of city personnel.
- Contractor will remove snow from the homeowner's primary driveway, walk way, porch, ramp and city sidewalk in front of the residence if applicable using acceptable industry standards.
- Contractor will use snow blower and/or shovel on walk way, porch, and/or ramp
- Contractor will not move snow to a location that will prevent the homeowner(s) and/or neighbors access to their property or egress to street(s)
- Snow removal service to occur during the hours as not to disturb residents. Any deviation from the stated times must receive prior approval from city personnel.
- Contractor must be available to provide snow removal service seven (7) days a week including holidays.
- Contractor to provide salting of driveways, sidewalks, porches, ramps and steps when conditions warrant.

#### **ADDITIONAL INFORMATION:**

- Contractor must have a minimum of four (4) years experience in providing residential snow removal service to multiple individual clients. Multiple is defined as no less than 20 individual clients. **Apartment complexes, parking lots, roads or other mass space plowing does not qualify as providing snow removal services to an individual. Listing such as experience may disqualify bid.**
- Contractors will also meet the enclosed insurance requirements. All insurance certificates shall be submitted at the time the contract is awarded.
- Businesses owned by women or minorities are strongly encouraged to apply.
- The City reserves the right to cancel either one of the proposals or cancel the entire contract if funding is not approved.
- Contractor and its employees understand that participant addresses and phone numbers are not for public notice and or solicitation purposes.
- Contractor and/or its employees will not solicit money for any services rendered associated with this contract.
- Change Orders – The city reserves the right to make changes from time to time in the character of the work and the length of the project, as may be necessary to ensure the completion of the work in the most satisfactory manner.
- No extra work shall be performed without written authorization and an addendum to the original contract from the city.
- Contractor shall be responsible for operating all equipment in a safe and prudent manner to prevent any injury or damage to persons or property.
- Contractor will do its best to distribute salt only to areas of egress/accesses and limit salt to grounds as reasonably possible.
- Response Time – All requests for service shall be handled as an urgent request. Phone messages and pager calls shall be responded to within one hour. The client shall be provided with a single source contact as project manager who will be responsible for handling all requests. The contractor shall provide the name and resume of this individual along with the response to this request for qualifications. Also to be provided are the pager, cellular, and home phone numbers for emergency contact. The contractor may also be requested to furnish two letters from existing clients testifying to the response time to phone calls and service requests.
- Contact Information for Participants: A contact name and phone number shall be provided to the City to pass along to its enrolled participants. All requests for service or concerns are to be addressed in a professional and timely manner.

#### **MAINTENANCE STANDARDS AND REQUIREMENTS:**

This maintenance standard has been developed to provide for safe and aesthetically pleasing driveways and walkways.

- Personal Protective Equipment – The contractor and all employees of the contractor shall wear all required Personal Protective Equipment as prescribed by MIOASHA for the work they are performing.
- Work Site Set-up – Roadside warning signs must be placed in accordance to the Michigan Department of Transportation requirements if applicable.
- Plowing  
All equipment used on this job shall have safety guards in place.
  - Accidental Damage – Damage to trees, posts, signs, irrigation components, buildings, roadways, or vehicles within roadways, and scalping of turf, must be reported to the City as soon as is reasonably possible, no later than the end of the work day, during which the damage occurred. Any costs for such damage, including replacement materials, labor, etc., shall be the responsibility of the contractor.
  - Incidental – No snow is to be left on paved surfaces, such as, roadways, driveways, and sidewalks.
  - Deviations – If any deviations from these specifications are required, they must be approved by the Director or a designated representative.

# **SAMPLE**

# **DO NOT COMPLETE OR INCLUDE WITH BID PAPERS**

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## **HOLD HARMLESS AGREEMENT**

As required for approval of the \_\_\_\_\_,

(Activity)

\_\_\_\_\_ herein after referred to as \_\_\_\_\_,

(Name of Company)

(Abbreviated Name Form)

agrees to indemnify, defend, and hold harmless the City of Auburn Hill and Oakland County s, its officers, agents and employees from any liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments arising from injury to persons, including death or injury to property which arises out of the act, omission and/or negligence of \_\_\_\_\_ its agents, or employees in connection

(Abbreviated Name Form)

with or arising out of the \_\_\_\_\_ provided that nothing herein shall require

(Activity)

\_\_\_\_\_ to indemnify the City against and/or hold the City harmless

(Abbreviated Name Form)

from claims, demands, or suits based solely upon the negligent conduct of the City, its agents, officers, and employees.

In the case of the aforementioned actions, omissions, and/or negligence by \_\_\_\_\_,

(Abbreviated Name Form)

\_\_\_\_\_ shall appear and defend, and (retain attorneys) pay all charges of

(Abbreviated Name Form)

attorneys and shall be responsible for all expenses arising from or incurred in connection therewith, and if any judgment shall be rendered against the City, its officers, agents or employees, or against

\_\_\_\_\_, the \_\_\_\_\_ shall at its own expense

(Abbreviated Name Form)

(Abbreviated Name Form)

satisfy and discharge same.

In addition, \_\_\_\_\_ agrees to furnish a certificate of insurance showing

(Abbreviated Name Form)

proof of insurance as required by the City of Auburn Hills.

Name of Organization

Witnesses

\_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

**Insurance Requirements**  
**City of Auburn Hills, Michigan**  
**And/Or**  
**City of Auburn Hills T.I.F.A, B.R.A., D.D.A**

**1. Liability Insurance**

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract and/or temporary events/special event with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A-", and the following minimum requirement.

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
  - I. Check mark indicating occurrence as opposed to claims made form
  - II. Limits of Liability:  
\$1,000,000 each occurrence  
  
\$2,000,000 general and products-completed operations aggregates
  - III. Personal Injury  
\$2,000,000 aggregate
  
- b. Automobile Liability:
  - I. Check mark indicating coverage as to any automobile
  - II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
  - III. Limits of Liability: \$1,000,000 combined single limit
  
- c. Commercial Umbrella of at least \$4,000,000.
  
- d. The Contractor shall insure the Contractor's equipment and property and the City and those persons and entities described in section 1(e) herein shall not be liable and/or responsible for any damage to said equipment and/ or property.
  
- e. Description section of ACORD form is to read: *It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*
  
- f. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

**2. Owner's and Contractor's Protective Liability (\_\_\_\_\_) If checked, this is required by City**

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be from an insurance company acceptable to the City of Auburn Hills.

**3. Workers Compensation**

The Contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, or any property used in connection with the Contractor's operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- \$500,000 E.L. each accident
- \$500,000 E.L. each disease – each employee
- \$500,000 E.L. Disease – Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be from an insurance company acceptable to the City of Auburn Hills.

**4. Professional Liability (\_\_\_\_\_) If checked, this is required by City.**

If the Contractor is providing professional services/work, then the Contractor shall procure and maintain during the life of the contract Professional Liability insurance in the amount of \$1,000,000. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney,)

- 5. The Contractor shall procure and maintain during the life of the Contract**
- a.** Cyber Liability Insurance with limits of at least \$1,000,000 and this policy shall include \$1,000,000 of third party liability. (\_\_\_\_\_) If checked, this is required by the City. Required if the contractor is providing computer/data services and/or has access to private City data.
  - b.** Employee dishonesty coverage with limits of at least \$1,000,000 including third party endorsement.
- 6. Certificate of Insurance**

The Contractor agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.



**7. Workers Compensation**

The Contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, or any property used in connection with the Contractor's operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- \$500,000 E.L. each accident
- \$500,000 E.L. each disease – each employee
- \$500,000 E.L. Disease – Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be from an insurance company acceptable to the City of Auburn Hills.

**8. Professional Liability (\_\_\_\_\_) If checked, this is required by City.**

If the Contractor is providing professional services/work, then the Contractor shall procure and maintain during the life of the contract Professional Liability insurance in the amount of \$1,000,000. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney,)

- 9. The Contractor shall procure and maintain during the life of the Contract**
- a. Cyber Liability Insurance with limits of at least \$1,000,000 and this policy shall include \$1,000,000 of third party liability. (\_\_\_\_\_) If checked, this is required by the City. Required if the contractor is providing computer/data services and/or has access to private City data.**
  - b. Employee dishonesty coverage with limits of at least \$1,000,000 including third party endorsement.**

**10. Certificate of Insurance**

The Contractor agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Contractor will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage shall be mailed to:

City Clerk's Office City of Auburn Hills  
1827 North Squirrel Road  
Auburn Hills, MI 48326

**11. Sub-Contractors Insurance Requirements**

If approval is granted by the City of Auburn Hills for Contractor to subcontract any or all of this contract to others, then prior to commencing the subcontract, the Contractor shall furnish certificates evidencing the same insurance for the City of Auburn Hills as required in this document.

**12. Requirement as Part of Contract**

These insurance requirements shall be expressly contained in and/or incorporated by reference into the contract executed between the contractor and the City.

**13. Hold Harmless/Indemnification Agreement**

It is further required that all contractors providing services or performing duties for the City of Auburn Hills and/or its Authorities shall enter into a Hold Harmless/Indemnification Agreement with the City and all other entities as set forth in section 1(e) herein, in which Agreement the Contractor and its employees, representatives and agents shall hold harmless and indemnify the City and the persons and entities described in section 1(e) herein from any and all liability, claims, demands, lawsuits, causes of action, damages, costs and/or attorneys' fees incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents.

**14. Temporary Events and/or Special Events**

With respect to temporary events and special events, the City shall have the discretion to amend some or all of the insurance requirements set forth in this document upon request of the applicant and review by the City. Determination of such amendment will be solely at the discretion of the City and the City's consultants and such determination will consider the type of services being provided and any and all potential risk to City. Applicants granted amended insurance requirements for any event must request such amendment each event and or occurrence of such event that is separately contracted with the City. An applicant or vendor which utilizes fireworks or alcohol may not be considered for waiver and must be evaluated for additional licenses and permits. All applicants, at a minimum, must enter into a Hold Harmless/Indemnification Agreement as described in Section 9 herein.

**FORM #1 - BIDDER'S INFORMATION AND GENERAL QUESTIONNAIRE**

**Incomplete or outdated information can result in rejection of bid submission.**

**PRINT ALL INFORMATION**

**RETURN WITH BID SUBMISSION**

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

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Contact Name \_\_\_\_\_ Daytime Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

1. Number of year's company has been in business under current name providing residential snow removal service?
2. Have you or your company ever performed work for the City of Auburn Hills?  
Yes                      No
3. If yes, list dates and projects and city contact names.
4. Have you or your company done business under another name?  
Yes                      No
5. If yes, list the name, mailing address and year(s) of operation.
6. Have you or your company ever performed work for the City of Auburn Hills under another name?  
Yes                      No
7. If yes, list dates, project(s) and city contact name(s).

**FORM #2 – PROFESSIONAL REFERENCES**

All references listed will be contacted.

Incomplete or outdated information can result in rejection of bid submission.

**PRINT ALL INFORMATION.**

**RETURN WITH BID SUBMISSION**

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

**REFERENCES**

The City of Auburn Hills requires that your company list **five (5) professional references** that have recently had **residential snow plowing** performed by your company.

**Do not list any other reference than customers who have received snow plowing services directly from your company.**

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

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

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**FORM #3 – CONTRACTOR’S EQUIPMENT LIST**

**Incomplete or outdated information can result in rejection of bid submission.**

**PRINT ALL INFORMATION.**

**RETURN WITH BID SUBMISSION**

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

**EQUIPMENT**

- List equipment, age and quantity of equipment to be used to provide snow removal service

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**FORM #4 – INSURANCE**

**Incomplete or outdated information can result in rejection of bid submission.**

**PRINT ALL INFORMATION.**

**RETURN WITH BID SUBMISSION**

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

**INSURANCE**

The required Insurance Certificate must be submitted to the City Clerk, within 5 days of a verbal/ electronic request after the bid award. The Insurance Certificate may be faxed to the City Offices at (248) 370-9357, and is the only bid document accepted in this format.

- ( ) We can meet the specified insurance requirements.
- ( ) We cannot meet the specified insurance requirements.

**IMPORTANT:** A sample Certificate of Insurance on an ACORD Form showing present coverage or a letter from your insurance agent or carrier that the insurance to be supplied will meet specifications SHOULD be attached to the bid document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Auburn Hills specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker’s Compensation requirements or provide proof of Worker’s Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the City of Auburn Hills.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion that details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

***Final Insurance Certificate Submission:***

**After approval by the City Manager and/or designee, the City of Auburn Hills will provide verbal / electronic notification to submit within 5 days an insurance certificate in accordance with specifications. If not so received the company will be considered in default of contract and will be debarred from doing business with the City of Auburn Hills for a minimum of three (3) years for failing to meet insurance requirements.**

\_\_\_\_\_ *being duly authorized to execute contracts for* \_\_\_\_\_  
(Print Full Name) (Company Name)

**hereby acknowledges that once accepted by the Risk Manager, the specified insurance certificate for ITB\_SNOW REMOVAL 2016-2017 SERVICE BID #1 SNOW REMOVAL SERVICES & SALTING FOR COMMUNITY DEVELOPMENT BLOCL GRANT (CDBG) YARD SERVICE PROGRAM AND SNOW SWEEPERS 50/50 shall remain in full force and effect during the life of the contract.**

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

**FORM #5 – BID PROPOSAL ITB- SNOW REMOVAL & SALTING 2015-2016 SERVICE BID #01 SNOW SWEEPERS 50/50**

Incomplete or outdated information can result in rejection of bid submission.

**Do not include additional documentation such as brochures, fliers, etc. Cover Letters are not necessary.**

**PRINT ALL INFORMATION.**

**RETURN WITH BID SUBMISSION**

The undersigned proposes to furnish **SNOW REMOVAL SERVICES FOR THE YARD SERVICE PROGRAM AND SNOW SWEEPERS 50/50** in accordance with the specifications, which are an integral part of this proposal, at the following prices:

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

Name of Person Completing Form \_\_\_\_\_ Phone Number \_\_\_\_\_

**SNOW REMOVAL SERVICES FOR THE CDBG and SNOW SWEEPERS 50/50**

**PLEASE NOTE: PRICING IS FOR BOTH PROGRAMS AND IS PER PLOW**

<b>Estimated Number</b>	<b>Description</b>	<b>Price Per Plow</b>	<b>Price Per Salt Drop</b>
10 Lots	Mobile Home Lot driveway and sidewalk	\$	
30 Lots	Average Residential driveway, city sidewalk and primary access to home	\$	

**BID SUBMISSION GUIDELINES & CHECK LIST**

- **Deadline is October 17, 2017 by 10:00 a.m.**
- **NO LATE BIDS WILL BE ACCEPTED.**
- Bids are considered received when received and date stamped by the office of the City Clerk.
- Envelopes are to be clearly marked **BID NUMBER AND BID NAME.**
- Sealed bids are to be submitted to the office of the City Clerk at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326 by the posted deadline & time.
- Bid responses are not accepted via fax transmission or electronic.
- All forms must be typed or printed & legible to be considered.
- **Do Not include a cover letter, brochures, pictures, etc.**
- Include only the following forms:
  - Form #1 - Bidder's Information & General Questionnaire (page 7)
  - Form #2 - References (page 8)
  - Form #3 - Bidder's Equipment List (page 9)
  - Form #4 - Insurance Questionnaire (page 10)
  - Form #5 - Bid Proposal Form (last page of bid packet)