

BOYNE CITY MAIN STREET
CITY OF BOYNE CITY, MICHIGAN

SPECIFICATIONS FOR DOWNTOWN SNOW SHOVELING

A. GENERAL REQUIREMENTS

1. **Qualification Requirements.**
Proposals are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in the Request for Proposals (RFP). Satisfactory evidence that the bidder has the necessary capital, equipment, personnel, experience, insurance, etc. to do the work, may be required.
2. **Bid Form.**
Sealed bids must be submitted on the bid forms furnished herein by Boyne City Main Street. All bid amounts must be written or typed in ink, and shown in figures together with all other data as required and shall be legally signed with the complete address of the bidder given thereon. Successful bidders not responding to all information requested in this RFP may have their bids rejected.
3. **Pre-Bid Inspections.**
All prospective bidders are invited to inspect downtown sidewalk areas and ask any necessary questions by contacting Kelsie King-Duff, Main Street Executive Director at 231-582-9009 or mainstreet@boynecity.com
4. **Response Date.**
To be considered, sealed bids must be received at Boyne City City Hall, Attn: BCMS Executive Director, 319 N. Lake St. Boyne City, Michigan, 49712 on or before 4:30 PM on Friday, November 30. City Hall is open Monday thru Friday, between 7:30 am and 4:30 pm. Successful bidders mailing bids should allow normal delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the bidder's name and "**Downtown Snow Shoveling Bid.**"
5. **Opening of Bids.**
All bids received will be publicly opened and read at City Hall on Monday, December 3 at 9 a.m. All bidders are invited to be present.
6. **Rejection of Bids.**
Boyne City Main Street reserves the right to reject any and all bids, to waive irregularities and/or informalities in any bid, and to make an award in any manner, consistent with law, deemed in the best interest of Boyne City Main Street.
7. **Alternates or Addendums.**
Explanations desired by a prospective bidder shall be requested of Boyne City Main Street in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each registered bidder. Every request for such explanation shall be in writing and addressed to Executive Director, Boyne City Main Street, 120 Water Street, Boyne City, Michigan, 49712 or emailed to mainstreet@boynecity.com

Bidders may provide alternate means of providing the services called for in the RFP at their discretion. This in no way relieves the bidder from providing the responses called for in this RFP. Boyne City Main Street is under no obligation to consider any such alternates that may be provided.

No inquiry or request received within three (3) working days of the submission deadline for bidders will be given consideration.

8. **Contract Execution.**

The bidder to whom the contract is awarded, shall within ten (10) calendar days after the notice to award, enter into a written contract with Boyne City Main Street. Failure to execute a contract will be considered cause for annulment of the award.

9. **Length of contract.**

Bids shall address, to the greatest extent possible, all possible impacts throughout the term of the contract.

B. DEFINITIONS:

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| “Bids” | shall be defined as an announcement of terms indicating what items are needed to complete a project |
| “Bidders” | shall be defined as any person(s) or company that attempts to meet the terms of the bid |
| “Successful Bidders” | shall be defined as the bidder who is chosen by the Boyne City Main Street Board of Directors to enter into an agreement or contract with Boyne City Main Street |

C. PROJECT NARRATIVE

Boyne City Main Street is seeking bids for downtown sidewalk snow removal when 3 inches or more of snow has fallen. Sidewalk snow removal may need to be done more than once per day, depending on the weather. The entire width of the sidewalk will need to be cleared. The contract for snow removal will not be made with BCMS, but with individual businesses within the Downtown Development Authority District that want to sign on with the company coordinated through our organization. All businesses in the DDA will be solicited to sign up. Please specify what type of equipment will be used, as well as if the bid is a discounted price from businesses signing up on their own. The bid should specify if additional price breaks will be given when a certain number of businesses sign on. Linear footage information of sidewalks is available by request. BCMS will work with the company awarded the contract to get businesses signed on.

D. PERFORMANCE SPECIFICATIONS

1. The firm shall contact Boyne City Main Street to establish their projected starting date. Boyne City Main Street office hours are from 8:00 a.m. to 4:30 p.m. Monday through Friday.
2. The firm shall agree to utilize Boyne City Main Street staff to perform any work of an assisting nature, whenever available.
3. The field supervisor shall agree to be present for all on-site work unless other arrangements are agreed upon by Boyne City Main Street or in cases of emergency.
4. The firm shall provide, upon the request of Boyne City Main Street, periodic progress reports.

E. INSTRUCTIONS REGARDING PROPOSALS

A copy of your proposal must be submitted to the Boyne City Main Street Executive Director, 319 N. Lake Street, Boyne City, Michigan 49712 by 4:30 p.m. on Friday, November 30. Proposals must

include:

1. Qualifications:
 - i. A description of your business including the location of the office from which work is to be done.
 - ii. A list of Michigan municipal clients for which your office has performed snow removal for within the last five years and other pertinent information to support relevant prior experience.
 - iii. A list of the employees assigned to the work.

2. Technical Approach
 - i. An agreement stating your business will meet or exceed the Performance Specifications.
 - ii. A schedule for performing snow removal.
 - iii. A brief description of the equipment used.

3. Fees
 - i. A maximum annual fee the business will charge downtown businesses for snow removal hourly rates and total hours for each level of staff. These rates should be used if Boyne City Main Street should authorize your firm to expand the scope of the engagement.
 - ii. Proposals must remain valid for at least 120 days past the opening date.
 - iii. Boyne City Main Street is not liable for any costs incurred by contractors prior to issuance of a contract.

F. DAMAGE TO PROPERTY

The successful bidder also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work.

The successful bidder will protect, defend and hold harmless Boyne City Main Street from any damage, claim, liability or expenses whatsoever, arising out of or connected with the performance of this contract.

G. EVALUATIONS PROCEDURES

Boyne City Main Street shall evaluate, in its sole discretion, proposals on the basis of qualifications, relevant experience and responsiveness of the bidders, as well as the estimated cost of the engagement. Authorization for execution of the contract will be approved by the Boyne City Main Street Board of Directors.

H. INSURANCE AND BONDS

1. Liability Coverage
Successful bidder shall furnish at its own expense and keep in full force during the term

of this contract the following insurance liability coverage, which shall also list Boyne City Main Street as an additional insured.

- Insurance covering bodily injury and property damage in the minimum sum of \$500,000.
- Bonding in the amount of \$10,000 and in a form acceptable to Boyne City Main Street, to protect Boyne City Main Street from any instance of theft or damage of materials.

2. Workers Compensation Compliance

Successful bidder shall also comply with all requirements of the Michigan Worker's Compensation Law and shall at its own expense, maintain such insurance, including employer's liability, as will protect bidder from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be directly or indirectly employed by successful bidder. The successful bidder shall provide Boyne City Main Street with a copy of the worker's compensation compliance.

3. Certificates of Insurance

Successful bidder shall provide to Boyne City Main Street complete Certificates of Insurance. Complete, legible copies of all policies on which said certificates have been issued shall be available for inspection. Policies shall be endorsed to provide that at least 30 days written notice shall be given to Boyne City Main Street of cancellation or intent not to renew coverage as called for above.

I. ASSIGNMENT OR SUBCONTRACTING

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under the contract, without the prior written consent of Boyne City Main Street. Such consent does not release the successful bidder from any of its obligations and liabilities under the contract. Violations of this specification shall result in instant forfeiture of the contract.

J. CONTRACTS AND PAYMENT

Boyne City Main Street expects to sign a contract with the selected firm. Boyne City Main Street shall pay invoices after approval and generally within thirty (30) days of submission of the invoices.

K. PERSONNEL REQUIRMENTS

Successful bidder shall gainfully employ all individuals according to all applicable Municipal, County, State and/or Federal laws.

L. FAIR EMPLOYMENT PRACTICES

Successful bidder agrees that there will not be any discrimination against any employee or applicant for employment to be employed in the performance of the contract, with respect to hire, tenure, term, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry, handicap or any other bias prohibited by State or Federal law or regulations.

M. BIDDERS PAYMENT OF TAXES

Without limitation on the foregoing, the successful bidder shall be solely responsible for:

- Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
- Payment of any and all FICA unemployment contributions and other payroll-related taxes or contributions required to be paid by the contractor under State and Federal law.
- Payment of all applicable Federal, State or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.

The successful bidder shall indemnify and hold the Boyne City Main Street harmless from all claims arising from the foregoing payment obligations of the successful bidder.

N. QUALITY OF SERVICE

The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with Boyne City Main Street. Boyne City Main Street is looking to keep from inconveniencing the public as much as possible. All work will be inspected by the Boyne City Main Street Executive Director, before payment is made, payments may be reduced and/or withheld for work not considered complete.

O. BREACH OF CONTRACT

In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, Boyne City Main Street shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the Executive Director Boyne City Main Street shall have the right to rescind this bid and/or resulting contract by sending written notice to the successful bidder of the cancellation and rescission.

P. BOYNE CITY MAIN STREET'S RIGHT TO TERMINATE CONTRACT

If the successful bidder should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if they should persistently disregard laws of the State of Michigan and/or ordinances of the City of Boyne City or be guilty of substantial violations or any provision of the contract, Boyne City Main Street may, without prejudice to any other right or remedy, terminate the contract immediately, and re-let for same. Boyne City Main Street, at its sole discretion, may terminate the contract immediately, if said immediate termination is in the best public health, safety and welfare interests of the City and its citizens.

In cases not involving the public health's safety and welfare, or cases subject to Section O, a minimum of ten (10) days notification will be given to the successful bidder prior to the termination of the contract.

Q. BOYNE CITY MAIN STREET'S RIGHT TO MODIFY CONTRACT

Boyne City Main Street reserves the right to negotiate with the bidder and/or successful bidder for a change in terms of the contract, during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for service called for in any resulting contract. If Boyne City Main Street and the bidder and/or successful bidder are unable to agree on a revised contract, Boyne City Main Street may seek new proposals and, upon a minimum of ten (10) days written notice from Boyne City Main Street, may terminate the unexpired portion of the contract. Boyne City Main Street shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

R. REFERENCES

The bidder shall include a list of current and prior projects similar to that proposed as illustrations of qualifying experience. Include the name, address and telephone numbers of the responsible individual(s) at the project who may be contacted. This must include all establishments in the City of Boyne City and other references that the bidder feels should be considered.

V. FURTHER INFORMATION

Inquiries shall be made to Kelsie King-Duff, Boyne City Main Street Executive Director at (231) 582-9009, or via email at mainstreet@boynecity.com.