



**2021 – 2023 CHESTERFIELD TOWNSHIP  
COMMERCIAL SNOW SERVICES  
3 Season Contract**

**Bid Number: RFP-2021-FO-51**

**REQUEST FOR PROPOSALS**

**ISSUED BY: Cindy Berry, Clerk 47275 Sugarbush Chesterfield, MI 48047 (586) 949-6436**

**[cberry@chesterfieldtwp.org](mailto:cberry@chesterfieldtwp.org)**

**Date: October 4, 2021**

**NOTICE OFFER TO RECEIVE BID FOR THE CHARTER TOWNSHIP OF CHESTERFIELD**

**2021- 2023 Township Commercial Snow Services  
3 Season Contract  
Bid Number: RFP-2021-FO-51**

**OVERVIEW**

The Charter Township of Chesterfield's Facilities & Operations Department is soliciting qualified bids to procure commercial snow services for the 2021, 2022 and 2023 seasons at the municipal properties:

- ❖ **Chesterfield Municipal Office – 47275 Sugarbush Road**
- ❖ **Fire Station #1 – 26001 22 Mile Road**
- ❖ **Fire Station #2 – 48475 Jefferson Ave**
- ❖ **Bay Harbor Pump Station – 48459 Jefferson Ave**
- ❖ **Fire Station #3 – 33991 23 Mile Road**
- ❖ **Police Department –46525 Continental Dr (note: property must be completed by 5:30am daily)**
- ❖ **DPW – 52216 Sierra Drive**

The commercial contractor shall perform in accordance with all stated intents, specifications and stipulations contained or referenced herein.

The Contractor shall furnish all labor, equipment, supplies, and services required to maintain the property in a safe and attractive condition throughout the contract period. In the event of a mechanical breakdown of equipment, the contractor will be expected to provide backup services as required under the terms of the contract.

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the properties and fully understand the conditions that may affect the work proposed. Voluntary walk throughs will occur on Wednesday, October 13, 2021, 10:00am at the Chesterfield Municipal Offices, Main Meeting Room. From there, individual, self-guided tours are permitted between 11:00am and 4:30pm at the remaining locations. Failure to inspect the sites in no way relieves the successful contractor from the necessity of furnishing materials or performing any labor necessary for the satisfactory completion of the work.

**1. SUBMISSION AND RECEIPT OF BIDS**

Sealed bids will be received by the Charter Township of Chesterfield at the office of the Township Clerk, 47275 Sugarbush Road, Chesterfield, Michigan, 48047 **until 10:00 a.m. local time Tuesday October 19, 2021.** The bids will be publicly opened and read aloud immediately following the 10:00 a.m. deadline.

Bids to receive consideration shall be received prior to the specified deadline time. **NO LATE BIDS WILL BE ACCEPTED.** Bids are considered received when in the possession of the Chesterfield Township Clerk's Office. **2021-2023 Chesterfield Township Commercial Snow Services** Bids must be sealed when submitted. All amounts must be entered into the format on 'Attachment A'. Bids must be typewritten or printed in ink and legibly prepared. Bids having erasures or corrections thereon may be rejected unless explained or initialed by bidder. Bids shall be mailed or delivered to the Township Clerk's Office before the stated deadline. **Digital copies (i.e. email, thumb drive) will be deemed supplemental to the mailed bid packet.**

## **2. ADDITIONAL BID INFORMATION**

Unless otherwise specified, the Township reserves the right to accept any item in the bids. Bidders may submit on any item or group of items, provided however, that the unit prices are shown as required. It is the vendor's responsibility to acquire knowledge of any change, modifications or additions to the bid documents. Any vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the Charter Township of Chesterfield to the bid specifications, shall be bound by the bid, including any changes, modifications or additions made by the Charter Township of Chesterfield to the bid specifications, and that vendor fails to accept the bid award, the Charter Township of Chesterfield may pursue costs and expenses to re-bid the item from that vendor.

**The Charter Township of Chesterfield officially distributes bid documents from the Township Clerk's Office upon request or through the BidNet website.** Only those vendors who obtain bid documents from the Township Clerk's Office or through the BidNet website are guaranteed access to receive addendum information, if such information is issued that is not in the original bid documents. Each change or addendum issued in relation to this bid will be on file in the Township Clerk's Office. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued, unless the addendum is contained in the original bid documents.

## **3. SPECIFICATIONS**

The bidder, if awarded the contract, will be required to furnish the particular item(s) referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

The Charter Township of Chesterfield reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

## **4. ALTERNATE BIDS**

Bidders are cautioned that any alternate bid, unless requested by the Township, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive and in the opinion of the Township, may result in rejection of the bid.

## **5. PRICING**

Prices shall be stated in units of quantity specified in the bid document, Appendix(s) A and B. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

## **6. QUANTITIES**

All quantities stated, unless indicated otherwise, are estimates and the Township reserves the right to increase or decrease the quantity at the unit price bid as best fits it need. In addition, the Township reserves the right to make future purchases at the unit price submitted for all Township departments, including the Public Safety Department.

## **7. DELIVERY**

Bids shall include all charges for delivery, packing, crating, etc. All deliveries will be FOB: Delivered. General delivery hours are 8:00 a.m. to 4:00 p.m Monday-Friday.

## **8. TAXES, TERMS AND CONDITIONS**

The Charter Township of Chesterfield is exempt from Federal Excise, State Sales Tax and Personal Property Tax. The Township's tax I.D. number is 38-6006891.

## **9. AWARD**

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the Township, with price and other factors considered. **The Charter Township of Chesterfield reserves the right to accept any bid, to reject any or all bids, or waive irregularities in any bid in the best interest of the Township.** Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating bidder's intent.

## **10. WITHDRAWALS OF BIDS**

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening. In case of error by the bidder in making up a bid, the Township may, by discretion, reject such a bid upon presentation of a letter by the bidder which sets forth the error, the cause thereof and sufficient evidence to substantiate the claim.

## **11. DEFAULT CONDITIONS**

In case of default by the contractor, the Charter Township of Chesterfield may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Township may, by discretion upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder. Such error may be subject to default conditions.

## **12. INFRINGEMENTS AND INDEMNIFICATIONS**

The bidder, if awarded a contract, agrees to protect, defend and save the Township and herein, its officials, employees, departments, and agents, harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

## **13. BONDING**

Project must be bonded for 100% of the project cost. Bond will be released once the Director of Facilities & Operations deems the project as satisfactory and completed.

## **14. INSURANCE (REQUIRED FOR WORK ON OR WITHIN TOWNSHIP PROPER/FACILITIES)**

- Worker's Compensations and Related Coverages
  - State: Statutory
  - Applicable (e.g. Longshoreman's): Statutory
  - Employer's Liability
    - Max Limit Each Accident

- Max Limit Policy Limit
  - Max Limit Each Employee
- Contractor's General Liability
  - General Aggregate: \$1,000,000
  - Products – Completed Operations Aggregate: \$1,000,000
  - Personal and Advertising Injury: \$1,000,000
  - Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable
  - Excess or Umbrella Liability:
    - General Aggregate: \$2,000,000
    - Each Occurrence: \$2,000,000
  - Fire Damage: \$50,000
  - Medical Payments: \$5,000
- Automobile Liability
  - Combined Single Limit: \$1,000,000
- Contractual Liability
  - Bodily Injury:
    - Each Accident: \$1,000,000
    - Annual Aggregate: \$1,000,000
  - Property Damage
    - Each Accident: \$1,000,000
    - Annual Aggregate: \$1,000,000
- Owner's and Contractor's Protective Liability Insurance Policy shall include as additional insured all persons/entities listed below
  - Charter Township of Chesterfield
  - Chesterfield Township Department of Public Works
- Owner's and Contractor's Protective Liability
  - General Aggregate: \$2,000,000
  - Each Occurrence: \$1,000,000
  - Combined Single Limit: \$1,000,000

## 15. GENERAL INFORMATION

All invoices shall be sent to:

Chesterfield Township  
 Attn: Accounts Payable  
 47275 Sugarbush Road  
 Chesterfield, MI 48047  
 accountspayable@chesterfieldtp.org

## 16. SPECIFICATIONS AND PRICING

See Appendix(s) A and B at end of document for details and specifications.

**17. FIRM PRICE GUARANTEE**

Price will cover the cost of the scope of the project and will not be subject to increase unless otherwise noted and agreed upon.

**18. WARRANTY**

Please state your warranty.

**19. REFERENCES (Provide three)**

<u>Company</u>	<u>Contact Person</u>	<u>Phone #</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**20. CONTRACT TERMINATION**

The Township reserves the right, upon thirty (30) days written notice, to terminate this contract for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

**21. APPROVAL ACCEPTANCE/ACCEPTANCE OF SPECIFICATIONS**

The undersigned herein submits this proposal and agrees to enter into an agreement, if awarded the contract, with the Charter Township of Chesterfield in accordance with the contract documents.

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS ADDRESS OF BIDDER** \_\_\_\_\_

**BUSINESS TELEPHONE NUMBER OF BIDDER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**TITLE OF SIGNER** \_\_\_\_\_

**DATE OF SIGNATURE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

Please contact Michael Mullen, Assistant Director of Facilities & Operations, via email: [mmullen@chesterfieldtwp.org](mailto:mmullen@chesterfieldtwp.org), with any questions