

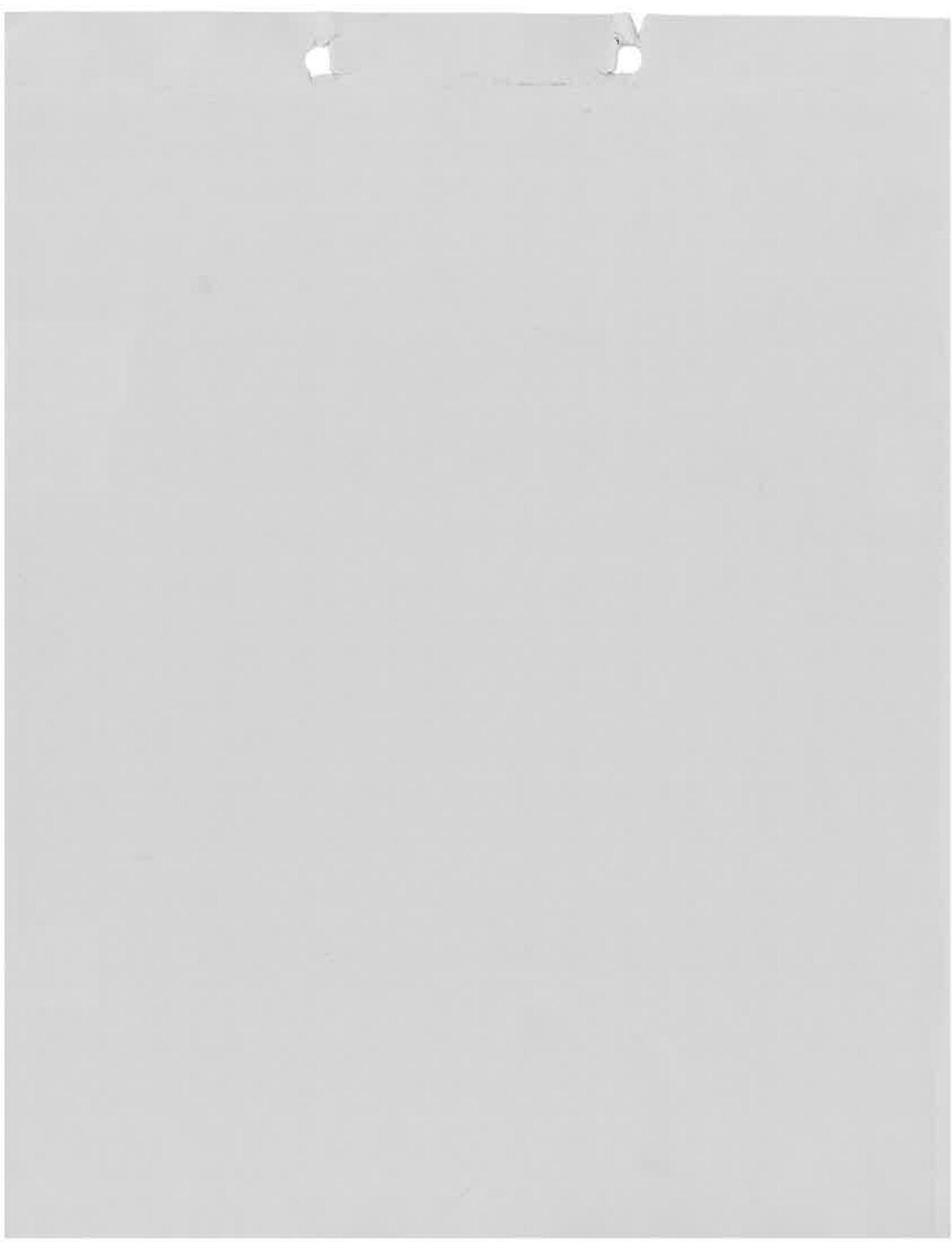
d) Standard Purchasing Resolution 2: Low Bidders Meeting Specifications– Snow Removal Services

Resolution #2014-11-152-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide seasonal requirements to *Advanced Landscape & Builders Supply Co. of Troy, Michigan* for Proposal A, *MVP Environmental of Troy, Michigan* for Proposals B, C, and D, *DiPonio Contracting, Inc. of Shelby Township, Michigan* for Front End Loader with 5 and 3 yard capacities and Truck with 10 foot Snowplow in Proposal E, *Florence Cement Company of Shelby Township, MI* for Truck with 8" Snowplow and 20,000 GVW Road Grader in Proposal E; at unit prices contained in the bid tabulation opened October 23, 2014, with the option to renew for one (1) additional season and the separate quote received from Florence Cement Company of Shelby Township, MI on October 29, 2014; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring April 30, 2016.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City of Troy Administration to extend prices established in Proposal E to additional vendors meeting requirements under emergency conditions for snow and ice removal.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.



PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Public Works
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 City of Troy
 Public Works
 4693 ROCHESTER ROAD
 TROY, MI 48085

No: 2015-90000009
Date: 11/24/2014

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor
VENDOR NO. 162468
 MVP ENVIRONMENTAL, LLC
 5619 WHITEHAVEN DRIVE
 TROY, MI 48085

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/11/2014	04/30/2015	1 Times Annually	2014-11-152-J-4d	2015-90000009	See Below

Snow Removal City Owned Sidewalks

For City Owned Properties - Sidewalks

Contract to furnish Seasonal Requirements of Snow Removal Services for the City of Troy Sidewalks with an option to renew for one additional season in accordance with the specifications for ITB-COT 14-33 at the rates as contained in the bid tabulation opened October 23, 2014, a copy of which is attached to this contract document.

Hourly rates for equipment shall include all related costs such as fuel, insurance, operators, travel time, expenses, salt spreading etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the contractor.

City Representative: Kurt Bovensiep
 Public Works Manager
 248 524 3489

Payment Terms: Blank

Approved by Troy City Council on November 10, 2014. CC Res# 2014-11-152-J-4d

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 - Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
 - In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
 - Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



MaryBeth Murz
 Purchasing Manager

CITY OF TROY
PURCHASE ORDER
SNOW REMOVAL SERVICES

ITB-COT 14-33
Page 1 of 1

VENDOR NAME:

MVP Environmental

Troy, MI

Proposal (B): City Owned Properties - Sidewalks (Various locations within the City of Troy)

Item	Description	Sidewalk - Deicing	Sidewalks - Plowing
1	Less than One (1) inch or Icy Conditions	\$ 0.01	
2	Three (3) inches to Six (6) inches	\$ 0.01	\$ 0.1205 /LF
3	Greater than Six (6) inches	\$ 0.01	\$ 0.1650 /LF

PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Community Affairs
 500 W BIG BEAVER RD
 TROY, MI 48084

Bill To
 City of Troy
 Community Affairs
 500 W BIG BEAVER RD
 TROY, MI 48084

No: 2015-90000008
Date: 11/24/2014

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor
VENDOR NO. 162468
 MVP ENVIRONMENTAL, LLC
 5619 WHITEHAVEN DRIVE
 TROY, MI 48085

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/11/2014	04/30/2015	1 Times Annually	2014-11-152-J-4d	2015-90000008	See Below

Snow Removal Services - Code Enforcement Tasks for Sidewalks: Snow/Ice Removal

Contract to furnish Seasonal Requirements of Snow Removal Services for the City of Troy Code Enforcement with an option to renew for one additional season in accordance with the specifications for ITB-COT 14-33 at the rates as contained in the bid tabulation opened October 23, 2014, a copy of which is attached to this contract document.

Hourly rates for equipment shall include all related costs such as fuel, insurance, operators, travel time, expenses, salt spreading etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the contractor.

City Representative: Paul Evans
 Zoning and Compliance Specialist
 248 524 3359

Payment Terms: Blank

Approved by Troy City Council on November 10, 2014. CC Res# 2014-11-152-J-4d

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
 3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
 4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



 MaryBeth Murz
 Purchasing Manager

CITY OF TROY
PURCHASE ORDER
SNOW REMOVAL SERVICES

ITB-COT 14-33
Page 1 of 1

VENDOR NAME:

MVP Environmental

Troy, MI

Proposal (C): Code Enforcement per Call Basis

Item	Description	Cost	
1	Dispatch Fee	\$	3.00 Per Property
2	Price for Snow / Ice Removal	\$	25.00 Per Hour
3	Price for Salting per each Service Call	\$	12.50 Per Call Out

PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Community Affairs
 500 W BIG BEAVER RD
 TROY, MI 48084

Bill To
 City of Troy
 Community Affairs
 500 W BIG BEAVER RD
 TROY, MI 48084

No: 2015-90000007
Date: 11/24/2014

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor
VENDOR NO. 162468
 MVP ENVIRONMENTAL, LLC
 5619 WHITEHAVEN DRIVE
 TROY, MI 48085

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/11/2014	04/30/2015	1 Times Annually	2014-11-152-J-4d	2015-90000007	See Below

Snow Removal Services - Home Chore Program

Contract to furnish Seasonal Requirements of Snow Removal Services for the City of Troy Home Chore Program (Troy Senior citizens and persons with disabilities income qualify for the Home Chore Program.) with an option to renew for one additional season in accordance with the specifications for ITB-COT 14-33 at the rates as contained in the bid tabulation opened October 23, 2014, a copy of which is attached to this contract document.

Hourly rates for equipment shall include all related costs such as fuel, insurance, operators, travel time, expenses, salt spreading etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the contractor.

City Representative: Cindy Stewart
 Community Affairs Director
 248 524 1147

Payment Terms: Blank

Approved by Troy City Council on November 10, 2014. CC Res# 2014-11-152-J-4d

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



 MaryBeth Murz
 Purchasing Manager

CITY OF TROY
PURCHASE ORDER
SNOW REMOVAL SERVICES

ITB-COT 14-33
Page 1 of 1

VENDOR NAME:

MVP Environmental

Troy, MI

Proposal (D): Snow Removal Services for the Home Chore Program

Est #	Description	Snow Removal/ Service Call	Salting/ Service Call
85	Snow Removal and/or Salting at Residential City of Troy Homes	\$ 19.00	\$ 2.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DE
MVPEN50

DATE (MM/DD/YYYY)
11/25/14

PRODUCER Lucido's Insurance Agency Inc 39999 Garfield Clinton Twp MI 48038 Phone: 586-286-8200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED MVP Environmental, LLC 5619 Whitehaven Troy MI 48085	INSURER A: Special Risks/Worthfield Ins.	
	INSURER B: Citizens/Hanover	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	WS231996	11/08/14	11/08/15	EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
						PERSONAL & ADV INJURY \$ 1000000
						GENERAL AGGREGATE \$ 2000000
						PRODUCTS - COMP/OP AGG \$ 2000000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
B		AUTOMOBILE LIABILITY	AWB9823249	12/26/14	12/26/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG \$
		GARAGE LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> ANY AUTO				AGGREGATE \$
		EXCESS/UMBRELLA LIABILITY				\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
ADDITIONAL INSURED: City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorisies and their board members, employees and volunteers.

CERTIFICATE HOLDER CITY007 CITY OF TROY 500 W. BIG BEAVER ROAD TROY MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Joseph P Lucido
---------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Public Works
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 City of Troy
 Public Works
 4693 ROCHESTER ROAD
 TROY, MI 48085

No: 2015-90000006
Date: 11/24/2014

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor
VENDOR NO. 100391
 FLORENCE CEMENT CO
 12585 TWENTY THREE MILE RD
 SHELBY TOWNSHIP, MI 48315

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/11/2014	04/30/2015	1 Times Annually	2014-11-152-J-4d	2015-90000006	See Below

Snow Removal Services - Local Roads

Contract to furnish Seasonal Requirements of Snow Removal Services for the City of Troy local roads on an emergency basis with an option to renew for one additional season in accordance with the specifications for ITB-COT 14-33 at the hourly rate as contained in the bid tabulation opened October 23, 2014, a copy of which is attached to this contract document.

Hourly rates for equipment shall include all related costs such as fuel, insurance, operators, travel time, expenses, salt spreading etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the contractor. The contractor will be paid only for services rendered as specified at the prices stated above.

City Representative: Kurt Bovensiepe
 Public Works Manager
 248 524 3489

Payment Terms: 30 Days

Approved by Troy City Council on November 11, 2014. CC Res #2014-11-152-J-4d

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
 3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
 4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


 MaryBeth Murz
 Purchasing Manager

CITY OF TROY
PURCHASE ORDER
SNOW REMOVAL SERVICES

ITB-COT 14-33
Page 1 of 1

VENDOR NAME:

**Florence Cement Co.
Shelby Township, MI**

Proposal (E): Snow Removal Services - Local Roads Emergency Basis		
Type of Equipment	# of Available Pieces of Eq	Hourly Rate Per Piece
Front End Loader: Minimum Size 3 Yards		
5 Yd Capacity		
3 Yd Capacity		
Other Size		
Other Size		
Pick up with minimum 8 ft Blade (to assist loaders only)	3	\$ 95.00
Road Grader with Minimum Size of 6 Wheels		
20,000 GVW Grader	3	\$ 195.00
Other Size		
Truck with 10 ft Snowplow		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

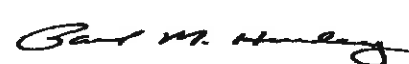
PRODUCER Guy Hurley Blaser and Heuer, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084	CONTACT NAME: Mary Ellen Krakauer	
	PHONE (A/C, No. Ext): (248) 519-1430	FAX (A/C, No.): (248) 519-1401
E-MAIL ADDRESS: mkrakauer@ghbh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Phoenix Insurance Company		25623
INSURER B: The Travelers Indem. Co. of CT		25682
INSURER C: Charter Oak Insurance Co.		25615
INSURER D: National Fire Ins. of Hartford		20478
INSURER E: Travelers Prop Casualty Co. of		25674
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 14-15 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CO9410R103	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Coverage Included						PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> Contractual Liability	GENERAL AGGREGATE \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
C	AUTOMOBILE LIABILITY			810-9410R103	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	X					BODILY INJURY (Par person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	Uninsured motorist BI-single \$						
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X		CUP9410R103	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9410R103	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Inland Marine			5095798418	10/1/2014	10/1/2015	Leased/Rented Equipment \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Troy including architects and engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are Additional Insureds for General Liability, Auto Liability and Excess Liability when required by written contract.

CERTIFICATE HOLDER City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Paul Hurley/TOPIE 

PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Public Works
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 City of Troy
 Public Works
 4693 ROCHESTER ROAD
 TROY, MI 48085

No: 2015-90000005
Date: 11/24/2014

Vendor
VENDOR NO. 111201
 DIPONIO CONTRACTING LLC
 51173 SIMONE INDUSTRIAL DRIVE
 SHELBY TWP, MI 48316

FOB DESTINATION

Entered By: MaryBeth Murz

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/11/2014	04/30/2015	1 Times Annually	2014-11-152-J-4d	2015-90000005	See Below

Snow Removal Services - Local Roads

Contract to furnish Seasonal Requirements of Snow Removal Services for the City of Troy local roads on an emergency basis with an option to renew for one additional season, in accordance with ITB-COT 14-33 at the hourly rates as contained in the bid tabulation opened October 23, 2014, a copy of which is attached to the contract document.

Hourly rates fro equipment shall included ALL related costs such as fuel, insurance, operators, travel time, expenses, salt spreading etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the contractor. The contractor will be paid only for services rendered as specified at the prices stated above.

City Representative: Kurt Bovensiep
 Public Works Manager
 248 524 3489

Payment Terms: Blank

Approved by Troy City Council on November 11, 2014. CC Res #2014-11-152-J-4d

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
 3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
 4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


 MaryBeth Murz
 Purchasing Manager

CITY OF TROY
 PURCHASE ORDER
 SNOW REMOVAL SERVICES

VENDOR NAME:

DIPonio Contracting, Inc.
Shelby Township, MI

Proposal (E): Snow Removal Services - Local Roads Emergency Basis

Type of Equipment	# of Available Pieces of Eq	Hourly Rate Per Piece
Front End Loader: Minimum Size 3 Yards		
5 Yd Capacity	2	\$ 150.00
3 Yd Capacity	2	\$ 140.00
Other Size		
Other Size		
Pick up with minimum 8 ft Blade (to assist loaders only)		
Road Grader with Minimum Size of 6 Wheels		
20,000 GVW Grader		
Other Size		
Truck with 10 ft Snowplow	1	\$ 125.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valenti Trobec Chandler Inc 1175 W. Long Lake, Suite 200 Troy MI 48098		CONTACT NAME: Paula Ryan PHONE (A/C No. Ext): (248) 828-3377 E-MAIL ADDRESS: pryan@vtcins.com		FAX (A/C No.): (248) 828-3741
INSURED Diponio Contracting Inc 51173 Simone Industrial Dr Shelby Twp MI 48316		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Fire Ins. of Hartford		
		INSURER B: Valley Forge Insurance Co.		
		INSURER C: Continental Casualty Co		20443
		INSURER D: Travelers		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2014/2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	5099382217	3/31/2014	3/31/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> XC&U					MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	5099382220	3/31/2014	3/31/2015	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$		5099382198	3/31/2014	3/31/2015	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	0B2E112449	3/31/2014	3/31/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INSTALLATION FLOATER		5099382217	3/31/2014	3/31/2015	STORED MATERIALS 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All operations of the Named Insured. City of Troy, including architects and engineers, all elected & appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are included as Additional Insured as respects General Liability on the above captioned project as required by written contract. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

CERTIFICATE HOLDER **CANCELLATION**

City of Troy 500 W. Big Beaver Rd Troy, MI 48084-5254	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Alan Chandler/V236

PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Public Works
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 City of Troy
 Public Works
 4693 ROCHESTER ROAD
 TROY, MI 48085

No: 2015-90000004
Date: 11/24/2014

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor
VENDOR NO. 163164
 ADVANCED LANDSCAPE & BUILDERS
 SUPPLY CO
 890 N ROCHESTER RD
 CLAWSON, MI 48017

CONTRACT DESCRIPTION					
Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/11/2014	04/30/2015	1 Times Annually	2014-11-152-J-4d	2015-90000004	See Below

Snow Removal Services - Municipal Parking Lots

Contract to furnish Seasonal Requirements of Snow Removal Services for the City of Troy municipal parking lots, building entrances and sidewalks with an option to renew for one additional season, in accordance with the specifications for ITB-COT 14-33 at the hourly rates as contained in the bid tabulation opened October 23, 2014, a copy of which is attached to this contract document.

Hourly rates for equipment shall include ALL related costs such as fuel, insurance, operators, travel time, expenses, salt spreading etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the contractor. The contractor will be paid only for services rendered as specified at the prices stated above.

Important: Ice melting material will be supplied to Advanced Landscape by the City for the deicing of sidewalks only.

NOTE: The City reserves the right to add or delete locations as deemed necessary at the City's option.

City Representative: Kurt Bovensiep,
 Public Works Manager
 (248) 524-3489

Payment Terms: Net 30

Approved by Troy City Council on November 10, 2011. CC Res #2014-11-152-J-4d

PURCHASE/SERVICE CONTRACT


PAGE: 2 of 2

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



MaryBeth Murz
Purchasing Manager

CITY OF TROY
PURCHASE ORDER
SNOW REMOVAL SERVICES

ITB-COT 14-33
Page 1 of 1

VENDOR NAME: **Advanced Landscape & Builders Supply
Co.
Troy, MI**

Proposal (A): City Owned Properties - Parking Lots, Building Entrances and Sidewalks

Item	Type of Equipment	# Dedicated	COST
Parking Lots			
1	5-10 Yd Capacity Truck w/Salting Capabilities	2	\$ 90.00 /Hr
2	Front End Loader - 5 yd Capacity w/Snow Pusher	4	\$ 120.00 /Hr
3	Front End Loader - 3 yd Capacity w/Snow Pusher	2	\$ 120.00 /Hr
4	Skid Steer with Snow Pusher	1	\$ 100.00 /Hr
5	Pickup with 8 ft Blade	10	\$ 75.00 /Hr
6	Truck with 10 ft Snowplow	2	\$ 85.00 /Hr
7	Parking Lot Salt		\$ 115.00 /Ton
Sidewalks:			
8	Utility Vehicle with 5' Snow Plow	4	\$ 55.00 /Hr
9	Utility Vehicle with Salt Spreader	3	\$ 55.00 /Hr
10	Utility Vehicle w/5' Snow Plow & Salt Spreader	4	\$ 55.00 /Hr
11	Utility Tractor Mounted Snow Blower	1	\$ 55.00 /Hr
12	Walk-Behind Snow Blower	6	\$ 35.00 /Hr
13	Snow Shovel and Operator	10	\$ 35.00 /Hr
14	Walk-Behind Salt Spreader with Operator	10	\$ 35.00 /Hr
15	Sidewalk Salt: To be supplied by the City of Troy		Included
ESTIMATED GRAND TOTAL - PROPOSAL A:			\$ 1,030.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daly Merritt Insurance 100 Maple Wyandotte MI 48192		CONTACT NAME: Ms. Jimmie Lou Williamson PHONE (A/C, No, Ext): (734) 283-1400 FAX (A/C, No): (734) 283-1197 E-MAIL ADDRESS: jimmielou.williamson@dalymeritt.com	
INSURED Advanced Landscape and Builders Supply Co. 890 N. Rochester Rd. Clawson MI 48017		INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville Lake States Ins NAIC # 14516 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER: CL14121008335** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	MPA00000068068	7/31/2014	7/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA00000065566	7/31/2014	7/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CMB00000065563R	7/31/2014	7/31/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 100,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC00000065564	7/31/2014	7/31/2015	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Troy, including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and /or authorities and their board members, employees, and volunteers are included as Additional Insured per specific Policy Endorsement as requested.

CERTIFICATE HOLDER City of Troy Mary Beth Murz 500 W. Big Beaver Road Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tim O'Malley/JLWILL
-------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CITY OF TROY
 BID TABULATION
 SNOW REMOVAL SERVICES

VENDOR NAME:	Advanced Landscape & Builders Supply Co. Troy, MI	MVP Environmental Troy, MI
--------------	---------------------------------------------------------	-------------------------------

Proposal (E): Snow Removal Services - Local Roads Emergency Basis

Type of Equipment	# of Available Pieces of Eq	Hourly Rate Per Piece	# of Available Pieces of Eq	Hourly Rate Per Piece
Front End Loader: Minimum Size 3 Yards				
5 Yd Capacity	No Bid		No Bid	
3 Yd Capacity	No Bid		No Bid	
Other Size	No Bid		No Bid	
Other Size	No Bid		No Bid	
Pick up with minimum 8 ft Blade (to assist loaders only)	No Bid		No Bid	
Road Grader with Minimum Size of 6 Wheels	No Bid		No Bid	
20,000 GVW Grader	No Bid		No Bid	
Other Size	No Bid		No Bid	
Truck with 10 ft Snowplow	No Bid		No Bid	
SITE VISITS:	Proposal A: Y/N	Yes	No N/A	
	Date	Several Occassions		
	Proposal B: Y/N	No	Yes	
	Date		10/19 & 10/22	
INSURANCE:	Can Meet	Yes	Yes	
	Cannot Meet			
PAYMENT TERMS:		Net 30	Did not specify	
ALL OR NONE AWARD	Y/N	No	No	
EXCEPTIONS:		None	None	
ACKNOWLEDGEMENT:	Signed Y/N	Yes	Yes	
VENDOR QUESTIONNAIRE:	Y/N	Yes	Yes	
FORMS:	Legal Status Y/N	Yes	Yes	
	Non-Collusion Y/N	Yes	Yes	
	Indemnification Y/N	Yes	Yes	
	Sole Proprietor Y/N	No	Yes	
	"Iran Linked" Y/N	Yes	Yes	

ATTEST:
 Susan Riesterer
 Kurt Bovensiep


 MaryBeth Murz,
 Purchasing Manager

CITY OF TROY
 BID TABULATION
 SNOW REMOVAL SERVICES

VENDOR NAME:

DiPonio Contracting, Inc.
Shelby Township, MI

Proposal (A): City Owned Properties - Parking Lots, Building Entrances and Sidewalks

Item	Type of Equipment	# Dedicated	COST		
Parking Lots					
1	5-10 Yd Capacity Truck w/Salting Capabilities	No Bid			
2	Front End Loader - 5 yd Capacity w/Snow Pusher	No Bid			
3	Front End Loader - 3 yd Capacity w/Snow Pusher	No Bid			
4	Skid Steer with Snow Pusher	No Bid			
5	Pickup with 8 ft Blade	No Bid			
6	Truck with 10 ft Snowplow	No Bid			
7	Parking Lot Salt	No Bid			
Sidewalks:					
8	Utility Vehicle with 5' Snow Plow	No Bid			
9	Utility Vehicle with Salt Spreader	No Bid			
10	Utility Vehicle w/5' Snow Plow & Salt Spreader	No Bid			
11	Utility Tractor Mounted Snow Blower	No Bid			
12	Walk-Behind Snow Blower	No Bid			
13	Snow Shovel and Operator	No Bid			
14	Walk-Behind Salt Spreader with Operator	No Bid			
15	Sidewalk Salt: To be supplied by the City of Troy		Included		
ESTIMATED GRAND TOTAL - PROPOSAL A:			\$	-	

Proposal (B): City Owned Properties - Sidewalks (Various locations within the City of Troy)

Item	Description	Sidewalk - Deicing	Sidewalks - Plowing		Sidewalk - Deicing	Sidewalks - Plowing
1	Less than One (1) inch or Icy Conditions	No Bid				
2	Three (3) inches to Six (6) inches	No Bid	No Bid	/LF		
3	Greater than Six (6) inches	No Bid	No Bid	/LF		

Proposal (C): Code Enforcement per Call Basis

Item	Description	Cost		Cost
1	Dispatch Fee	No Bid	Per Property	
2	Price for Snow / Ice Removal	No Bid	Per Hour	
3	Price for Salting per each Service Call	No Bid	Per Call Out	

Proposal (D): Snow Removal Services for the Home Chore Program

Est #	Description	Snow Removal Service Call	Salting/ Service Call	Snow Removal/ Service Call	Salting/ Service Call
85	Snow Removal and/or Salting at Residential City of Troy Homes	No Bid	No Bid		

CITY OF TROY
 BID TABULATION
 SNOW REMOVAL SERVICES

VENDOR NAME:

DiPonio Contracting, Inc.
 Shelby Township, MI

Proposal (E): Snow Removal Services - Local Roads Emergency Basis

Type of Equipment	# of Available Pieces of Eq	Hourly Rate Per Piece	# of Available Pieces of Eq	Hourly Rate Per Piece
Front End Loader: Minimum Size 3 Yards				
5 Yd Capacity	2	\$ 150.00		
3 Yd Capacity	2	\$ 140.00		
Other Size				
Other Size				
Pick up with minimum 8 ft Blade (to assist loaders only)				
Road Grader with Minimum Size of 6 Wheels				
20,000 GVW Grader				
Other Size				
Truck with 10 ft Snowplow	1	\$ 125.00		
SITE VISITS:				
Proposal A: Y/N		No		
Date				
Proposal B: Y/N		No		
Date				
INSURANCE:				
Can Meet		Yes		
Cannot Meet				
PAYMENT TERMS:		Did not specify		
ALL OR NONE AWARD	Y/N	No		
EXCEPTIONS:		None		
ACKNOWLEDGEMENT:	Signed Y/N	Yes		
VENDOR QUESTIONNAIRE:	Y/N	Yes		
FORMS:				
Legal Status	Y/N	Yes		
Non-Collusion	Y/N	Yes		
Indemnification	Y/N	Yes		
Sole Proprietor	Y/N	Yes		
"Iran Linked"	Y/N	Yes		

Opening Date -- 10/23/2014
Date Reviewed -- 10/23/2014

CITY OF TROY
BID TABULATION
SNOW REMOVAL SERVICES

VENDOR NAME:	Advanced Landscape & Builders Supply Co. Troy, MI	MVP Environmental Troy, MI
--------------	---------------------------------------------------------	-------------------------------

Proposal (A): City Owned Properties - Parking Lots, Building Entrances and Sidewalks

Item	Type of Equipment	# Dedicated	COST		
Parking Lots					
1	5-10 Yd Capacity Truck w/Salting Capabilities	2	\$ 90.00 /Hr	No Bid	
2	Front End Loader - 5 yd Capacity w/Snow Pusher	4	\$ 120.00 /Hr	No Bid	
3	Front End Loader - 3 yd Capacity w/Snow Pusher	2	\$ 120.00 /Hr	No Bid	
4	Skid Steer with Snow Pusher	1	\$ 100.00 /Hr	No Bid	
5	Pickup with 8 ft Blade	10	\$ 75.00 /Hr	No Bid	
6	Truck with 10 ft Snowplow	2	\$ 85.00 /Hr	No Bid	
7	Parking Lot Salt		\$ 115.00 /Ton	No Bid	
Sidewalks:					
8	Utility Vehicle with 5' Snow Plow	4	\$ 55.00 /Hr	No Bid	
9	Utility Vehicle with Salt Spreader	3	\$ 55.00 /Hr	No Bid	
10	Utility Vehicle w/5' Snow Plow & Salt Spreader	4	\$ 55.00 /Hr	No Bid	
11	Utility Tractor Mounted Snow Blower	1	\$ 55.00 /Hr	No Bid	
12	Walk-Behind Snow Blower	6	\$ 35.00 /Hr	No Bid	
13	Snow Shovel and Operator	10	\$ 35.00 /Hr	No Bid	
14	Walk-Behind Salt Spreader with Operator	10	\$ 35.00 /Hr	No Bid	
15	Sidewalk Salt: To be supplied by the City of Troy		Included		
ESTIMATED GRAND TOTAL - PROPOSAL A:			\$ 1,030.00	No Bid	

Proposal (B): City Owned Properties - Sidewalks (Various locations within the City of Troy)

Item	Description	Sidewalk - Deicing	Sidewalks - Plowing	Sidewalk - Deicing	Sidewalks - Plowing
1	Less than One (1) inch or Icy Conditions	No Bid		\$ 0.01	
2	Three (3) inches to Six (6) inches	No Bid	No Bid	\$ 0.01	\$ 0.1205 /LF
3	Greater than Six (6) inches	No Bid	No Bid	\$ 0.01	\$ 0.1650 /LF

Proposal (C): Code Enforcement per Call Basis

Item	Description	Cost		Cost	
1	Dispatch Fee	No Bid	Per Property	\$ 3.00	Per Property
2	Price for Snow / Ice Removal	No Bid	Per Hour	\$ 25.00	Per Hour
3	Price for Salting per each Service Call	No Bid	Per Call Out	\$ 12.50	Per Call Out

Proposal (D): Snow Removal Services for the Home Chore Program

Est #	Description	Snow Removal Service Call	Salting/ Service Call	Snow Removal/ Service Call	Salting/ Service Call
85	Snow Removal and/or Salting at Residential City of Troy Homes	No Bid	No Bid	\$ 19.00	\$ 2.00

CITY OF TROY
 BID TABULATION
 SNOW REMOVAL SERVICES

VENDOR NAME:	Advanced Landscape & Builders Supply Co.	MVP Environmental
	Troy, MI	Troy, MI

Proposal (E): Snow Removal Services - Local Roads Emergency Basis

Type of Equipment	# of Available Pieces of Eq	Hourly Rate Per Piece	# of Available Pieces of Eq	Hourly Rate Per Piece
Front End Loader: Minimum Size 3 Yards				
5 Yd Capacity	No Bid		No Bid	
3 Yd Capacity	No Bid		No Bid	
Other Size	No Bid		No Bid	
Other Size	No Bid		No Bid	
Pick up with minimum 8 ft Blade (to assist loaders only)	No Bid		No Bid	
Road Grader with Minimum Size of 6 Wheels				
20,000 GVW Grader	No Bid		No Bid	
Other Size	No Bid		No Bid	
Truck with 10 ft Snowplow	No Bid		No Bid	
SITE VISITS:	Proposal A: Y/N	Yes	No N/A	
	Date	Several Occassions		
	Proposal B: Y/N	No	Yes	
	Date		10/19 & 10/22	
INSURANCE:	Can Meet	Yes	Yes	
	Cannot Meet			
PAYMENT TERMS:		Net 30	Did not specify	
ALL OR NONE AWARD	Y/N	No	No	
EXCEPTIONS:		None	None	
ACKNOWLEDGEMENT:	Signed Y/N	Yes	Yes	
VENDOR QUESTIONNAIRE:	Y/N	Yes	Yes	
FORMS:	Legal Status Y/N	Yes	Yes	
	Non-Collusion Y/N	Yes	Yes	
	Indemnification Y/N	Yes	Yes	
	Sole Proprietor Y/N	No	Yes	
	"Iran Linked" Y/N	Yes	Yes	

ATTEST:
 Susan Riesterer
 Kurt Bovensiep

MaryBeth Murz,
 Purchasing Manager

VENDOR NAME:

DiPonio Contracting, Inc.
 Shelby Township, MI

Proposal (A): City Owned Properties - Parking Lots, Building Entrances and Sidewalks

Item	Type of Equipment	# Dedicated	COST		
Parking Lots					
1	5-10 Yd Capacity Truck w/Salting Capabilities	No Bid			
2	Front End Loader - 5 yd Capacity w/Snow Pusher	No Bid			
3	Front End Loader - 3 yd Capacity w/Snow Pusher	No Bid			
4	Skid Steer with Snow Pusher	No Bid			
5	Pickup with 8 ft Blade	No Bid			
6	Truck with 10 ft Snowplow	No Bid			
7	Parking Lot Salt	No Bid			
Sidewalks:					
8	Utility Vehicle with 5' Snow Plow	No Bid			
9	Utility Vehicle with Salt Spreader	No Bid			
10	Utility Vehicle w/5' Snow Plow & Salt Spreader	No Bid			
11	Utility Tractor Mounted Snow Blower	No Bid			
12	Walk-Behind Snow Blower	No Bid			
13	Snow Shovel and Operator	No Bid			
14	Walk-Behind Salt Spreader with Operator	No Bid			
15	Sidewalk Salt: To be supplied by the City of Troy				
ESTIMATED GRAND TOTAL - PROPOSAL A:			Included		
			\$	-	

Proposal (B): City Owned Properties - Sidewalks (Various locations within the City of Troy)

Item	Description	Sidewalk - Deicing	Sidewalks - Plowing		Sidewalk - Deicing	Sidewalks - Plowing
1	Less than One (1) inch or Icy Conditions	No Bid				
2	Three (3) inches to Six (6) inches	No Bid	No Bid	/LF		
3	Greater than Six (6) inches	No Bid	No Bid	/LF		

Proposal (C): Code Enforcement per Call Basis

Item	Description	Cost		Cost
1	Dispatch Fee	No Bid	Per Property	
2	Price for Snow / Ice Removal	No Bid	Per Hour	
3	Price for Salting per each Service Call	No Bid	Per Call Out	

Proposal (D): Snow Removal Services for the Home Chore Program

Est #	Description	Snow Removal Service Call	Salting/ Service Call	Snow Removal/ Service Call	Salting/ Service Call
85	Snow Removal and/or Salting at Residential City of Troy Homes	No Bid	No Bid		

CITY OF TROY
 BID TABULATION
 SNOW REMOVAL SERVICES

VENDOR NAME:

DiPonio Contracting, Inc.
 Shelby Township, MI

Proposal (E): Snow Removal Services - Local Roads Emergency Basis

Type of Equipment	# of Available Pieces of Eq	Hourly Rate Per Piece	# of Available Pieces of Eq	Hourly Rate Per Piece
Front End Loader: Minimum Size 3 Yards				
5 Yd Capacity	2	\$ 150.00		
3 Yd Capacity	2	\$ 140.00		
Other Size				
Other Size				
Pick up with minimum 8 ft Blade (to assist loaders only)				
Road Grader with Minimum Size of 6 Wheels				
20,000 GVW Grader				
Other Size				
Truck with 10 ft Snowplow	1	\$ 125.00		
SITE VISITS:				
Proposal A: Y/N		No		
Date				
Proposal B: Y/N		No		
Date				
INSURANCE:				
Can Meet		Yes		
Cannot Meet				
PAYMENT TERMS:				
		Did not specify		
ALL OR NONE AWARD	Y/N	No		
EXCEPTIONS:		None		
ACKNOWLEDGEMENT:	Signed Y/N	Yes		
VENDOR QUESTIONNAIRE:	Y/N	Yes		
FORMS:				
Legal Status	Y/N	Yes		
Non-Collusion	Y/N	Yes		
Indemnification	Y/N	Yes		
Sole Proprietor	Y/N	Yes		
"Iran Linked"	Y/N	Yes		



**CITY OF TROY
 BID PROPOSAL**

The undersigned proposes to furnish **SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE CITY OF TROY HOME CHORE PROGRAM, LOCAL ROADS, PARKING LOTS, AND SIDEWALKS WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON** in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: ADVANCED LANDSCAPE & BUILDERS SUPPLY CO.

PROPOSAL (A): City Owned Properties – Parking Lots, Building Entrances and Sidewalks

Snow and ice removal from the parking lots, building entrances, and sidewalks for six (6) Troy Fire Stations, the Police and Fire Training Center, the Troy Historical Museum, Camp Ticonderoga, the Lloyd A. Stage Nature Center, the Troy Transit Center, the Troy City Hall Complex, and the Troy Community Center complex in accordance with the attached specifications.

ITEM #	TYPE OF EQUIPMENT	NUMBER DEDICATED TO TROY	COST *(Hourly rates all inclusive)
Parking Lots:			
1	5-10 yd Capacity Truck with Salting Capabilities	2	\$ 90 /Hour
2	Front End Loader - 5 yd Capacity with Snow Pusher	4	\$ 120 /Hour
3	Front End Loader - 3 yd Capacity with Snow Pusher	2	\$ 120 /Hour
4	Skid Steer with Snow Pusher	1	\$ 100 /Hour
5	Pickup with 8 ft Blade	10	\$ 75 /Hour
6	Truck with 10 ft Snowplow	2	\$ 85 /Hour
7	Parking Lot Salt		\$ 115 /Ton
Sidewalks:			
8	Utility Vehicle with 5' Snow Plow	4	\$ 55 /Hour
9	Utility Vehicle with Salt Spreader	3	\$ 55 /Hour
10	Utility Vehicle with 5' Snow Plow and Salt Spreader	4	\$ 55 /Hour
11	Utility Tractor Mounted Snow Blower	1	\$ 55 /Hour
12	Walk-Behind Snow Blower	6	\$ 35 /Hour
13	Snow Shovel and Operator	10	\$ 35 /Hour
14	Walk-Behind Salt Spreader with Operator	10	\$ 35 /Hour
15	Sidewalk Salt: To be supplied by the City of Troy		Included
ESTIMATED GRAND TOTAL – PROPOSAL A:			\$ 1030.00

***RATES:**

Hourly rate for equipment shall include all related costs such as fuel, insurance, operators, travel time, expenses, salt spreading, etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). Hourly rate applies to actual hours of operation.

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified at the prices stated above.

IMPORTANT: Ice melting material will be supplied to the awarded contractor(s) by the City of Troy for the deicing of sidewalks only under proposal A.

NOTE: The City of Troy reserves the right to add or delete locations as deemed necessary at the City's option.

PROPOSAL (B): City owned properties – Sidewalks (Various locations within the City of Troy)

Snow and ice removal from City owned sidewalks located throughout Troy. These areas include sidewalks at retention/detention ponds, parks, intersections, and municipal property in accordance with the attached specifications. Total estimated linear feet: 56,474 LFT.

ITEM #	DESCRIPTION	SIDEWALKS – DEICING	SIDEWALKS - PLOWING
1.	Less than One (1) inch or Icy Conditions	\$ /LF.	
2.	Three (3) inches to Six (6) inches	\$ /LF.	\$ /LF.
3.	Greater than Six (6) inches	\$ /LF.	\$ /LF.
EST. GRAND TOTAL – PROPOSAL B:		\$	\$

SNOW REMOVAL SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, travel time, etc.)

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified, at the prices quoted above.

IMPORTANT: Ice melting material will be supplied to the awarded contractor(s) by the City of Troy for the deicing of sidewalks under proposal B.

NOTE: The City of Troy reserves the right to add or delete locations as deemed necessary at the City's option.

PROPOSAL (C): Code Enforcement per call Basis

Snow and ice removal services for code enforcement activities to be provided for sidewalks on an as needed basis in accordance with the attached specifications.

ITEM #	DESCRIPTION	COST
1.	Dispatch Fee	\$ /Per Property
2.	Price for Snow/Ice Removal	\$ /Hour
3.	Price for Salting per each Service Call	\$ /Call Out

***RATES:**

Hourly rate shall include all related costs such as fuel, equipment, insurance, operators, travel time, and related expenses, etc. The cost per call out shall include de-icing materials and application. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). Hourly rate applies to actual hours of operation.

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified, at the prices quoted above.

PROPOSAL (D): Snow Removal Services for the Home Chore Program

Snow removal services to be provided to income qualified Troy senior citizens and persons with severe disabilities on an as needed basis in accordance with the attached specifications.

Estimated Number	Description	Price for Snow Removal per Each Service Call	Price of Salting per Each Service Call
85	Snow removal and / or salting at residential City of Troy homes.	\$	\$

SNOW REMOVAL SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, travel time, etc.)

ESTIMATED QUANTITIES:

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the amount of services required for the season will be dependent upon the severity of the winter season.

For award purposes, it will be estimated that there will be Six (6) call-outs per year even though the number is weather dependent and may be more or less.

PROPOSAL (E): Snow Removal Services – Local Roads Emergency Basis

Snow removal services on an emergency basis in accordance with the attached specifications.

The contractor(s) with the lowest rates for each item will set the rate for all contractors under this proposal E. The other contractors may accept or decline the rates established. The City of Troy reserves the right to establish a contract with as many of the bidders who are willing to accept established rates. The established rates shall remain firm for the entire contract period.

TYPE OF EQUIPMENT	NUMBER OF AVAILABLE PIECES OF EQUIPMENT	HOURLY RATE PER SINGLE PIECE OF EQUIPMENT
Front End Loader: Minimum Size 3 Yards		
5 yd Capacity		\$
3 yd Capacity		\$
Other Size:		\$
Other Size:		\$
Pick up with Minimum 8 ft Blade (to assist loaders only)		
Pickup with 8 ft Blade		\$
Road Grader with Minimum Size of 6 Wheels		
20,000 GVW Grader		\$
Other Size:		\$
Truck with 10 ft Snowplow		
Truck with 10 ft Snowplow		\$

RATES:

Hourly rate for equipment shall include all related costs such as fuel, insurance, operators, travel time, and related expenses, etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). **Hourly rate applies to actual hours of operation.**

ADDITIONAL INFORMATION:

For additional general information or questions about *Proposals A, B and E*, please contact Kurt Bovensiep, Public Works Manager at (248) 524-3489; for *Proposal C*, please contact Paul Evans, Zoning & Compliance Specialist, (248) 524-3359; and for *Proposal D*, please contact Cindy Stewart, Community Affairs Director at (248) 524-1147 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

COMPANY NAME _____

DOWNPAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance, as being in conformance with specifications will not be considered for award.

PAYMENT TERMS:

The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one who pays City of Troy taxes (real and/or personal), if the bid of the local vendor is within 5% of the lowest responsive and responsible non-local bid, the local vendor is given one chance to match the low bid.

AWARD:

It is the intent of the City to award a contract to one (1) Primary Contractor and one (1) Secondary Contractor for Snow Removal Services for Proposals A, B, C, and D. In the event the Primary Contractor is unable to provide the services as needed, the Secondary contractor will be contacted. For Proposal E, the City of Troy reserves the right to award to various contractors who agree to accept the lowest rate for each item; and each item will be considered a separate award unless deemed in the City of Troy's best interest to combine items. The award and evaluation of this bid shall be a combination of factors, including but not limited to: cost, references, inspection of the firm's entire plowing and support equipment and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to reject low bids which have major deviations from specifications; to accept a higher bid, which has only minor deviations from specifications; to award the bid in whatever manner is deemed to be in the best interests of the City of Troy.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, a purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The purchase order shall be released once acceptable insurance is received.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

FORMS:

Bidders should complete and attach the following forms and return with your proposal documents. Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

- () Completed Legal Status of Bidder form
- () Completed Non-Collusion Affidavit
- () Completed Certification regarding Debarment
- () Certification regarding "Iran Linked Business" Forms
- () Completed Indemnification (Hold Harmless) Clause
- () Completed Sole Proprietor Worker's Compensation Release Form (if applicable)

COMPANY NAME ADVANCED LANDSCAPE + BUILDERS SUPPLY/CO.

SITE VISIT:

Bidders are invited to examine the sites to determine the amount of work to be done in accordance with specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

PROPOSAL A SITES:

- Our company visited the locations on SEVERAL
 Our company did not visit the sites.

PROPOSAL B SITES:

- Our company visited the locations on _____
 Our company did not visit the sites.

EQUIPMENT INSPECTION:

The City reserves the right to make a site visit to inspect the equipment and reject the bid if the equipment is deemed unfit due to age or condition. Please provide the manufacturer, year and model of the equipment to be used for this contract under the Vendor Questionnaire.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

COMPANY NAME ADVANCED LANDSCAPE + BUILDERS SUPPLY CO.

INSURANCE:

Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE for Proposals A, B, and E. A standard insurance certificate that includes General Liability, Automobile Liability, Worker's Compensation and naming the City of Troy as an additional insurance will be required for Proposals C and D. The required Insurance Certificate(s) must be submitted to the Purchasing Manager within five (5) business days of the verbal/ electronic request. The bid cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed to the City Offices at (248) 619-7608, and is the only bid document accepted in this format.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____ at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A 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 proposal document at the time of submitting the bid 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 Troy specifications may result in this bid 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 Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which 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 Troy City Council, the City of Troy will provide verbal / electronic notification to submit within five (5) business days an insurance certificate in accordance with specifications. If not so received the company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

CARA MALONEY being duly authorized to execute contracts for ADVANCED LANDSCAPE + BUILDERS SUPPLY CO.
(Print Full Name) (Company Name)

hereby acknowledges that once accepted by the Purchasing Manager, the specified insurance certificate for ITB-COT 14-33 shall remain in full force and effect during the life of the contract.

COMPANY NAME: ADVANCED LANDSCAPE + BUILDERS SUPPLY CO.

SIGNATURE PAGE

PRICES:

Prices quoted shall remain firm for sixty (60) days or bid award whichever comes first, except the successful bidder(s) whose prices shall remain firm from date of award through April 30, 2015.

The contract contains an option to renew for one (1) additional season, if within 90 days of contract termination both parties agree to the renewal under the same prices, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

TAX ID: 26-2203473

COMPANY: ADVANCED LANDSCAPE + BUILDERS SUPPLY CO.

ADDRESS: 1871 BIRCHWOOD CITY: TROY ST: MI ZIP: 48063

PHONE NUMBER: 248-379-3994 FAX NUMBER: 248-556-5130

REPRESENTATIVE'S NAME: CARA MALONEY
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: NET 30 EMAIL: MALONEYCARA@YAHOO.COM

DELIVERY: As Specified

EXCEPTIONS:

Any exceptions, deviations, substitutions, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exception(s), deviation(s), or substitution(s) are an integral part of this bid proposal offer.

Please check, if this is an all or none award – "One Lot Pricing" not to be broken up by proposal.

ACKNOWLEDGEMENT:

I, CARA MALONEY, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

NOTE:

The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

CURRENCY:

All figures quoted are to be in U.S. Funds.



Questionnaire
Snow Removal Services

VENDOR QUESTIONNAIRE

Please provide the following information and submit with your bid proposal:

COMPANY NAME: ADVANCED LANDSCAPE & BUILDERS SUPPLY CO.

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other _____

ESTABLISHED WHEN: 1997
(Year)

If applicable:

FORMER FIRM NAME(S)

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Have you owned or operated a company that declared Chapter 7 during the last ten (10) years?

() Yes When: _____ No

2. Will any portion of the work be completed by subcontractors? If so, please provide company name(s) and contact information. NO

3. References – please list at least three (3) clients with whom you have had similar work completed by your company. Contact names and the listed information are to be provided. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

Entity Name	Address	Contact Name	Phone Number	E-Mail
<u>TROY SCHOOL DISTRICT</u>	<u>KEN MILLER</u>	<u>KURT BOVENSTED</u>		
<u>CITY OF TROY</u>		<u>DOUG BURKE</u>		
<u>SPECTRUM JUVENILE</u>				

4. Provide your company's policy on monitoring the driving records of your employees, including how often background checks are performed and what offenses constitute dismissal.

BACKGROUND CHECKS ARE DONE UPON INITIAL HIRE DATE. DRIVING RECORDS ARE DONE UPON HIRE DATE AND RANDOMLY THROUGHOUT TIME OF SERVICE.

5. Personnel from this company who would be assigned to the City's account.

Please provide resumes, copies of certifications, licenses (including up-to-date copies of CDL and medical cards), and/or list any additional training classes taken to increase expertise in snow plowing operations for the people listed in this section who will be assigned to the City of Troy account along with their responsibilities.

TITLE	NAME	LICENSE/ CERTIFICATION	EXPERIENCE/ YEARS	ROLE
OWNER	RUSS MALONEY	CDL-A	20	SUPERVISOR
DRIVER	TOM MCGRAW	CDL-A	20	SEVERAL
DRIVER	STEVEN FENOU	CDL-A	15	PLow/SEVERAL
DRIVER	DAVE CLARK	CDL-A	25	PLow/SEVERAL
DRIVER	RYAN BHARKE	CDL-B	5	PLow/SEVERAL
DRIVER	CHRIS HASSER	CDL-A	15	PLow/SEVERAL
DRIVER	DORR MALONEY		5	PLow/SEVERAL
DRIVER	TIM KLEINOW		5	PLow/SEVERAL

6. Provide your company's drug testing policy, including how often drivers are tested and what constitutes dismissal under this policy.

WE PROVIDE A RANDOM DRUG TEST THROUGHOUT ASIS AND HAVE A NO TOLERANCE RULE.

7. EMPLOYEES: Number of full-time employees 8
 Number of part-time employees 8

8. CONTACT INFORMATION:

The contractor will provide a daytime phone number and contact person and a 24-hour phone number and contact person and the project manager.

Daytime phone number (248) 379-3994 Contact CARA MALONEY
 24-hour phone number (248) 379-3994 Contact CARA MALONEY
 Project Manager RUSS MALONEY Phone Number (248) 379-6525 (if different from above)

9. RESPONSE TIME: Within 1/2 hours after a request for service.

10. FACILITY: Location: 1871 BIRCHWOOD TROY, MI
 Number of miles from City of Troy: IN CITY

COMPANY NAME: ADVANCED LANDSCAPE & BUILDERS
SPDY CO.

11. EQUIPMENT:

List below the manufacturer, model, and year of all equipment used in providing snow removal services for each proposal bid (A - D): (You may use an additional sheet and attach it to the bid document at time of submission.)

PROPOSAL A:	MANUFACTURER	MODEL	YEAR	MANUFACTURER	MODEL	YEAR
	CASE	621-D	2003	1	2006	F250
	CAT	SKID STEER	2011	1	2006	F480
	CASE	621	1995	1	1999	F250
	KOMATSU		2005	1	2003	CHEVY 2500
PROPOSAL B:				1	2005	CN500
				1	2000	CN500
				1	2000	CN500

PROPOSAL C:

PROPSOAL D:

If Bidding Proposal E - Snow Removal Services - Local Roads Emergency Basis, please provide the following information:

12. List the model and year of the following types of equipment your company has available for use if awarded this contract. List each piece of equipment separately.

FRONT END LOADER

MANUFACTURER	MODEL	CAPACITY	YEAR
CASE	621-D	3 YARD	2003
CASE	621	3 YARD	1995
KOMATSU	WA380-2	5 YARD	2005
CAT	262	1 YARD	2011

PICK UP WITH 8' or 10' BLADE

MANUFACTURER	MODEL	BLADE SIZE	YEAR
FORD	F250	8 FT	2006
FORD	F350	8 FT	2006
FORD	F450	8 FT	2006
CHEVY	2500	8 FT	2005
FORD	F250	8 FT	2005
FORD	F250	8 FT	2006
FORD	F250	8 FT	2001
FORD	F250	8 FT	1999

TRUCK WITH 10' PLOW

MANUFACTURER	MODEL	YEAR
CHEVY	CN500	2005
CHEVY	CN500	2000
CHEVY	CN500	2000

COMPANY NAME: ADVANCED LANDSCAPE + BUILDERS SUPPLY CO.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Company:

Address:

Phone Number:

Representative's Name:

Date:

ADVANCED LANDSCAPE +

1871 BIRCHWOOD BUILDERS SUPPLY
TROY, MI 48063

(48) 565-8371

CARA MALONEY
(Print)

10-21-14

①

1 2013 HONDA 4 WHEELER w plow + SALTER

1 2010 ARCTIC CAT 4-WHEELER w plow + SALTER

1 2003 CASE 621-D

1 2011 CAT SKID STEER 262-D

1 1995 CASE 621

1 2005 KOMATSU WA380-7

3 2006 F250

1 2005 F250

1 2003 CHEVY 2500

1 2000 F250

1 2001 F250

1 1999 F250

1 2005 C7500

2 2000 C7500

2 1995 STEINER'S WITH PLOW + SALTER

1 MITSUBISHI MINI TRUCK WITH SALTER +
PLOW



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A ~~corporation~~ duly organized and doing business under the laws of the State of MICHIGAN for whom CARA MALONEY, bearing the office title of OWNER, whose signature is affixed to this proposal, is duly authorized to execute contracts.

~~A partnership, all members of which, with addresses, is:~~

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

RUSS MALONEY, being duly sworn deposed, says that he
(Print Full Name)

is PRESIDENT. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 23rd day
of October, 2014

in and for Macomb County.
Act in Oakland

My commission expires:
6-3-2018

DIANE M. HYNES
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jun 3, 2018
ACTING IN COUNTY OF Oakland



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

ADVANCED LANDSLADE + BUILDERS SUPPLY/CO.
Name of Agency/Company/Firm (Please Print)

RUSS MALONEY
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative

Date 10-21-14

I am unable to certify to the above statements. Attached is my explanation.



CITY OF TROY

SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

I, _____, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (_____).

I, am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

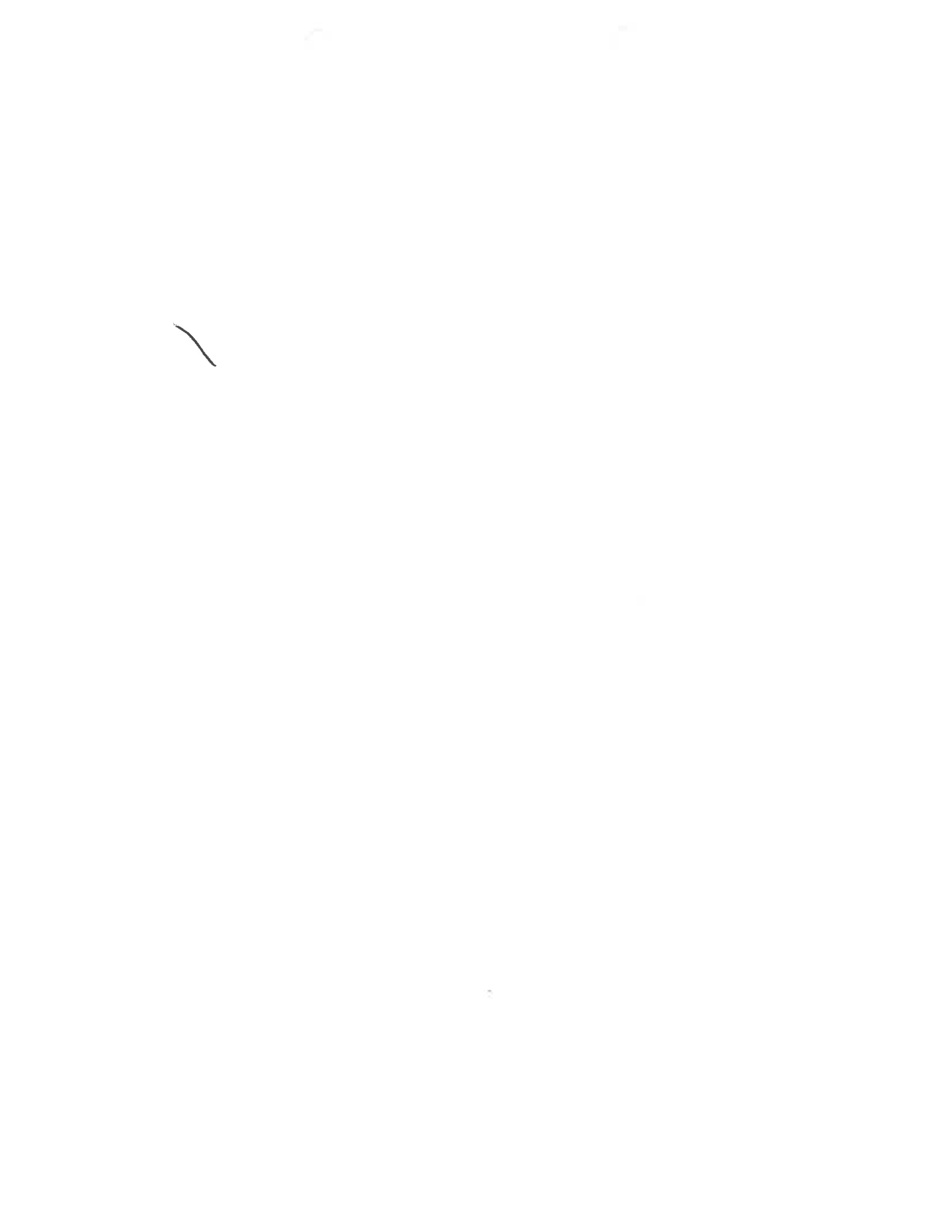
Signature _____ Date _____

Print

Witness (other than relative)

Signature _____ Date _____

Print





**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	ADVANCED LANDSCAPE + BUILDINGS SUPPLY CO.
Street Address	1871 BIRCHWOOD
City	TROY
State, Zip	MI 48083
Corporate I.D. Number/State	26-2203473
Taxpayer I.D. #	26-2203473

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:

ROSS MALONEY

Witness Signature:

Printed Name of Witness:

LISSA FRADCT



**CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE**

To the fullest extent permitted by law,

ADVANCED LANDSCAPE + BUDGING SUPPLY CO.
(Name of Consultant / Organization) agrees to defend, pay on

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, 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/agreement.

SNOW REMOVAL ITB-COT 14-33
Contract / Agreement

[Signature]

Contractor/Vendor representative signature/date

[Signature]
Witness

M. Aileen Bittner
City of Troy representative signature/date

7/14/07 2:51 PM

Witness

(Please complete and return at time of proposal submittal)

— *Handwritten text, possibly a signature or name, is present but illegible due to blurriness.*



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 14-33
 Page 1 of 7

The undersigned proposes to furnish **SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE CITY OF TROY HOME CHORE PROGRAM, LOCAL ROADS, PARKING LOTS, AND SIDEWALKS WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON** in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: MVP ENVIRONMENTAL

NO BID ON PROPOSAL "A"

PROPOSAL (A): City Owned Properties - Parking Lots, Building Entrances and Sidewalks

Snow and ice removal from the parking lots, building entrances, and sidewalks for six (6) Troy Fire Stations, the Police and Fire Training Center, the Troy Historical Museum, Camp Ticonderoga, the Lloyd A. Stage Nature Center, the Troy Transit Center, the Troy City Hall Complex, and the Troy Community Center complex in accordance with the attached specifications.

ITEM #	TYPE OF EQUIPMENT	NUMBER DEDICATED TO TROY	COST *(Hourly rates all inclusive)	
Parking Lots:				
1	5-10 yd Capacity Truck with Salting Capabilities	<i>(Large handwritten 'X' over the table)</i>	\$ /Hour	
2	Front End Loader - 5 yd Capacity with Snow Pusher		\$ /Hour	
3	Front End Loader - 3 yd Capacity with Snow Pusher		\$ /Hour	
4	Skid Steer with Snow Pusher		\$ /Hour	
5	Pickup with 8 ft Blade		\$ /Hour	
6	Truck with 10 ft Snowplow		\$ /Hour	
7	Parking Lot Salt		\$ /Ton	
Sidewalks:				
8	Utility Vehicle with 5' Snow Plow		\$ /Hour	
9	Utility Vehicle with Salt Spreader		\$ /Hour	
10	Utility Vehicle with 5' Snow Plow and Salt Spreader		\$ /Hour	
11	Utility Tractor Mounted Snow Blower		\$ /Hour	
12	Walk-Behind Snow Blower		\$ /Hour	
13	Snow Shovel and Operator		\$ /Hour	
14	Walk-Behind Salt Spreader with Operator		\$ /Hour	
15	Sidewalk Salt: To be supplied by the City of Troy		Included	
ESTIMATED GRAND TOTAL - PROPOSAL A:			\$	

***RATES:**

Hourly rate for equipment shall include all related costs such as fuel, insurance, operators, travel time, expenses, salt spreading, etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). **Hourly rate applies to actual hours of operation.**

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified at the prices stated above.

IMPORTANT: Ice melting material will be supplied to the awarded contractor(s) by the City of Troy for the deicing of sidewalks only under proposal A.

NOTE: The City of Troy reserves the right to add or delete locations as deemed necessary at the City's option.

PROPOSAL (B): City owned properties – Sidewalks (Various locations within the City of Troy)

Snow and ice removal from City owned sidewalks located throughout Troy. These areas include sidewalks at retention/detention ponds, parks, intersections, and municipal property in accordance with the attached specifications. Total estimated linear feet: 56,474 LFT.

ITEM #	DESCRIPTION	SIDEWALKS – DEICING	SIDEWALKS - PLOWING
1.	Less than One (1) inch or Icy Conditions	\$ 0.01 /LF.	
2.	Three (3) inches to Six (6) inches	\$ 6.01 /LF.	\$ 0.1205 /LF.
3.	Greater than Six (6) inches	\$ 0.01 /LF.	\$ 0.1656 /LF.
EST. GRAND TOTAL – PROPOSAL B:		\$	\$

SNOW REMOVAL SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, travel time, etc.)

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified, at the prices quoted above.

IMPORTANT: Ice melting material will be supplied to the awarded contractor(s) by the City of Troy for the deicing of sidewalks under proposal B.

NOTE: The City of Troy reserves the right to add or delete locations as deemed necessary at the City's option.

PROPOSAL (C): Code Enforcement per call Basis

Snow and ice removal services for code enforcement activities to be provided for sidewalks on an as needed basis in accordance with the attached specifications.

ITEM #	DESCRIPTION	COST
1.	Dispatch Fee	\$ 3 /Per Property
2.	Price for Snow/Ice Removal	\$ 25 /Hour
3.	Price for Salting per each Service Call	\$ 12.50 /Call Out

***RATES:**

Hourly rate shall include all related costs such as fuel, equipment, insurance, operators, travel time, and related expenses, etc. The cost per call out shall include de-icing materials and application. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). Hourly rate applies to actual hours of operation.

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified, at the prices quoted above.

MVP ENVIRONMENTAL

PROPOSAL (D): Snow Removal Services for the Home Chore Program

Snow removal services to be provided to income qualified Troy senior citizens and persons with severe disabilities on an as needed basis in accordance with the attached specifications.

Estimated Number	Description	Price for Snow Removal per Each Service Call	Price of Salting per Each Service Call
85	Snow removal and / or salting at residential City of Troy homes.	\$ 19.00	\$ 2.00

SNOW REMOVAL SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, travel time, etc.)

ESTIMATED QUANTITIES:

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the amount of services required for the season will be dependent upon the severity of the winter season.

For award purposes, it will be estimated that there will be Six (6) call-outs per year even though the number is weather dependent and may be more or less.

PROPOSAL (E): Snow Removal Services - Local Roads Emergency Basis - NO BID

Snow removal services on an emergency basis in accordance with the attached specifications.

The contractor(s) with the lowest rates for each item will set the rate for all contractors under this proposal E. The other contractors may accept or decline the rates established. The City of Troy reserves the right to establish a contract with as many of the bidders who are willing to accept established rates. The established rates shall remain firm for the entire contract period.

TYPE OF EQUIPMENT	NUMBER OF AVAILABLE PIECES OF EQUIPMENT	HOURLY RATE PER SINGLE PIECE OF EQUIPMENT	
Front End Loader: Minimum Size 3 Yards			
5 yd Capacity	X	\$	
3 yd Capacity		\$	
Other Size:		\$	
Other Size:		\$	
Pick up with Minimum 8 ft Blade (to assist loaders only)			
Pickup with 8 ft Blade		\$	
Road Grader with Minimum Size of 6 Wheels			
20,000 GVW Grader		\$	
Other Size:		\$	
Truck with 10 ft Snowplow			
Truck with 10 ft Snowplow		\$	

RATES:

Hourly rate for equipment shall include all related costs such as fuel, insurance, operators, travel time, and related expenses, etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). **Hourly rate applies to actual hours of operation.**

ADDITIONAL INFORMATION:

For additional general information or questions about Proposals A, B and E, please contact Kurt Bovensiep, Public Works Manager at (248) 524-3489; for Proposal C, please contact Paul Evans, Zoning & Compliance Specialist, (248) 524-3359; and for Proposal D, please contact Cindy Stewart, Community Affairs Director at (248) 524-1147 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

COMPANY NAME MVP ENVIRONMENTAL

DOWNPAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance, as being in conformance with specifications will not be considered for award.

PAYMENT TERMS:

The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one who pays City of Troy taxes (real and/or personal), if the bid of the local vendor is within 5% of the lowest responsive and responsible non-local bid, the local vendor is given one chance to match the low bid.

AWARD:

It is the intent of the City to award a contract to one (1) Primary Contractor and one (1) Secondary Contractor for Snow Removal Services for Proposals A, B, C, and D. In the event the Primary Contractor is unable to provide the services as needed, the Secondary contractor will be contacted. For Proposal E, the City of Troy reserves the right to award to various contractors who agree to accept the lowest rate for each item; and each item will be considered a separate award unless deemed in the City of Troy's best interest to combine items. The award and evaluation of this bid shall be a combination of factors, including but not limited to: cost, references, inspection of the firm's entire plowing and support equipment and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to reject low bids which have major deviations from specifications; to accept a higher bid, which has only minor deviations from specifications; to award the bid in whatever manner is deemed to be in the best interests of the City of Troy.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, a purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The purchase order shall be released once acceptable insurance is received.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

FORMS:

Bidders should complete and attach the following forms and return with your proposal documents. Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

- (✓) Completed Legal Status of Bidder form
- (✓) Completed Non-Collusion Affidavit
- (✓) Completed Certification regarding Debarment
- (✓) Certification regarding "Iran Linked Business" Forms
- (✓) Completed Indemnification (Hold Harmless) Clause
- (✓) Completed Sole Proprietor Worker's Compensation Release Form (if applicable)

COMPANY NAME MUP ENVIRONMENTAL

SITE VISIT:

Bidders are invited to examine the sites to determine the amount of work to be done in accordance with specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

PROPOSAL A SITES:

- Our company visited the locations on N/A
- Our company did not visit the sites.

PROPOSAL B SITES:

- Our company visited the locations on 10/19 - 10/22
- Our company did not visit the sites.

EQUIPMENT INSPECTION:

The City reserves the right to make a site visit to inspect the equipment and reject the bid if the equipment is deemed unfit due to age or condition. Please provide the manufacturer, year and model of the equipment to be used for this contract under the Vendor Questionnaire.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

COMPANY NAME MVP ENVIRONMENTAL

INSURANCE:

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** for Proposals A, B, and E. A standard insurance certificate that includes General Liability, Automobile Liability, Worker's Compensation and naming the City of Troy as an additional insurance will be required for Proposals C and D. The required Insurance Certificate(s) must be submitted to the Purchasing Manager within five (5) business days of the verbal/ electronic request. The bid cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed to the City Offices at (248) 619-7608, and is the only bid document accepted in this format.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____ at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A 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 proposal document at the time of submitting the bid 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 Troy specifications may result in this bid 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 Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which 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 Troy City Council, the City of Troy will provide verbal / electronic notification to submit within five (5) business days an insurance certificate in accordance with specifications. If not so received the company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

Anthony Vitucci being duly authorized to execute contracts for MVP ENVIRONMENTAL
(Print Full Name) (Company Name)

hereby acknowledges that once accepted by the Purchasing Manager, the specified insurance certificate for ITB-COT 14-33 shall remain in full force and effect during the life of the contract.

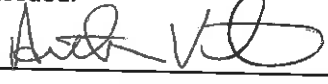
COMPANY NAME: MVP ENVIRONMENTAL

SIGNATURE PAGE

PRICES:

Prices quoted shall remain firm for sixty (60) days or bid award whichever comes first, except the successful bidder(s) whose prices shall remain firm from date of award through April 30, 2015.

The contract contains an option to renew for one (1) additional season, if within 90 days of contract termination both parties agree to the renewal under the same, prices, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

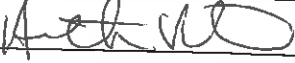
TAX ID: 61-1688712

COMPANY: MVP ENVIRONMENTAL

ADDRESS: 5619 WHITEHAVEN^{DR} CITY TROY ST MI ZIP 48065

PHONE NUMBER: (248) 249-5711 FAX NUMBER: ()

REPRESENTATIVE'S NAME: Anthony VITUCCI
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: _____ EMAIL: MVP-ENVIRONMENTAL@YAHOO.COM

DELIVERY: As Specified

EXCEPTIONS:

Any exceptions, deviations, substitutions, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exception(s), deviation(s), or substitution(s) are an integral part of this bid proposal offer.

Please check, if this is an all or none award – "One Lot Pricing" not to be broken up by proposal.

ACKNOWLEDGEMENT:

I, Anthony Vitucci, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, _____ and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

NOTE:

The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

CURRENCY:

All figures quoted are to be in U.S. Funds.



Questionnaire
Snow Removal Services

VENDOR QUESTIONNAIRE

Please provide the following information and submit with your bid proposal:

COMPANY NAME: MVP ENVIRONMENTAL LLC

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other LLC

ESTABLISHED WHEN: 2002
(Year)

If applicable:

FORMER FIRM NAME(S)

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Have you owned or operated a company that declared Chapter 7 during the last ten (10) years?

() Yes When: _____ () No

2. Will any portion of the work be completed by subcontractors? If so, please provide company name(s) and contact information.

NONE

3. References – please list at least three (3) clients with whom you have had similar work completed by your company. Contact names and the listed information are to be provided. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

Entity Name	Address	Contact Name	Phone Number	E-Mail
CITY of Troy	500 W. Big Beaver	Cindy STEWARD	524-1147	
	4643 Rochester Rd	Paul EVANS	524-3359	
		KURT DOVENSKO	524-3489	

4. Provide your company's policy on monitoring the driving records of your employees, including how often background checks are performed and what offenses constitute dismissal.

NO POLICY AT THIS TIME - FAMILY OPERATING COMPANY - ABC

5. Personnel from this company who would be assigned to the City's account.

Please provide resumes, copies of certifications, licenses (including up-to-date copies of CDL and medical cards), and/or list any additional training classes taken to increase expertise in snow plowing operations for the people listed in this section who will be assigned to the City of Troy account along with their responsibilities.

TITLE	NAME	LICENSE/ CERTIFICATION	EXPERIENCE/ YEARS	ROLE
Project Manager	PAT MARCHIONDA	V625 676 279 403	20 YEARS	DRIVER - TRUCK 4 WHEELER
	MARIO MARCHIONDA	M 625 585 009 396	30 YEARS	DRIVER - TRUCK
Executive	Anthony Vitucci		15 YEARS	Side work crew Company Representative

6. Provide your company's drug testing policy, including how often drivers are tested and what constitutes dismissal under this policy.

NO POLICY AT THIS TIME - FAMILY OPERATING COMPANY - NO DRUGS ALLOWED
 -- NO ALCOHOLIC ALLOWED

7. EMPLOYEES: Number of full-time employees 3
 Number of part-time employees 6-9

8. CONTACT INFORMATION:

The contractor will provide a daytime phone number and contact person and a 24-hour phone number and contact person and the project manager.

Daytime phone number 248 249-5711 Contact Tony

24-hour phone number 248 249-5711 Contact Tony

Project Manager PAT MARCHIONDA Phone Number 248 330-1608 (if different from above)

9. RESPONSE TIME: Within 1 hours after a request for service.

10. FACILITY: Location: TROY, MI
 Number of miles from City of Troy: 0

COMPANY NAME: MVP Environmental

11. EQUIPMENT:

List below the manufacturer, model, and year of all equipment used in providing snow removal services for each proposal bid (A – D): (You may use an additional sheet and attach it to the bid document at time of submission.)

PROPOSAL A: NO BID

PROPOSAL B:

2007 SICKARD 7.5' western PLOW 2012 POLARIS 4 WHEELER w/ PLOW
2003 DODGE RAM 2500 8' " " 10 TONS SNOW BLOWER
2001 DODGE RAM 2500 8' MEYER " ARIENS 2 STAGE SNOW THROWER

PROPOSAL C:

SAME AS ABOVE

PROPOSAL D:

SAME AS ABOVE

If Bidding Proposal E – Snow Removal Services – Local Roads Emergency Basis, please provide the following information: NO BID

12. List the model and year of the following types of equipment your company has available for use if awarded this contract. List each piece of equipment separately.

FRONT END LOADER	MODEL	CAPACITY	YEAR
PICK UP WITH 8' or 10' BLADE	MODEL	BLADE SIZE	YEAR
ROAD GRADER	MODEL		YEAR
TRUCK WITH 10' PLOW	MODEL		YEAR

COMPANY NAME: MVP Environmental

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

AV

Company:

MUP Environmental

Address:

5619 Whitehaven

Phone Number:

Troy, MI 48065
248 249-5711

Representative's Name:

Anthony Vitucci

Date:

(Print)
10-22-14



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

~~A corporation~~ duly organized and doing business under the laws of the State of _____ for whom
_____, bearing the office title of _____, whose
signature is affixed to this proposal, is duly authorized to execute contracts.

~~A partnership,~~ all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

[Handwritten Signature]



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Anthony Vitucci, being duly sworn deposed, says that he
(Print Full Name)

is _____ The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE



Subscribed and sworn to before me this 23rd day
of October, 2014
in and for Oakland County.

My commission expires:

2-6-17

PAULINE J. POLITANO
County Public - District
in Civil County
The Commission Expires Feb 8, 2011
State of the County of



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

MVP ENVIRONMENTAL

Name of Agency/Company/Firm (Please Print)

Anthony Vitvecci

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date

I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	MVP ENVIRONMENTAL
Street Address	5619 Whitehaven Dr
City	Troy
State, Zip	MI 48085
Corporate I.D. Number/State	⊙
Taxpayer I.D. #	61-1688712

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:

Anthony Vitucci

Witness Signature:



Printed Name of Witness:

Dante J. Politano



CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

MUP Environmental LLC

agrees to defend, pay on

(Name of Consultant / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, 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/agreement.

Contract / Agreement

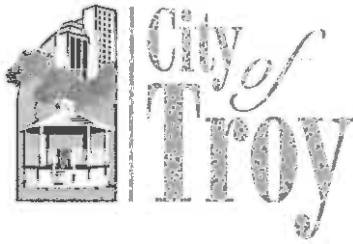
Contractor/Vendor representative signature/date

Witness

City of Troy representative signature/date

Witness

(Please complete and return at time of proposal submittal)



CITY OF TROY

SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

I, MVP ENVIRONMENTAL, LLC, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (_____).

I, am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Signature 10-22-14
Date
Anthony Vetrucchi
Print

Witness (other than relative)

Signature 10-23-14
Date
Anthony J. Portano
Print

AVAILABLE IF AWARDED CONTRACT(S)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER Complete Sample Certificate	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED Complete	INSURER A:	XYZ Company
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

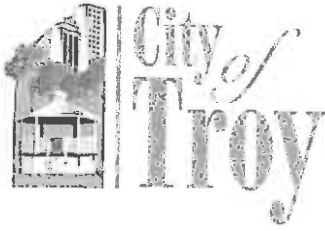
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured wording - see below GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	###	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE	\$ 500,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$ 500,000
					GENERAL AGGREGATE	\$ 500,000
					PRODUCTS - COMP/OP AGG.	\$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	###	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	###	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> IWC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 100,000
					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Additional Insured under general liability policy - City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers additional insured on ISO form B or broader.

CERTIFICATE HOLDER City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left.
	AUTHORIZED REPRESENTATIVE	



**STATEMENT OF NO BID
CITY OF TROY**

N/A

BID NUMBER: ITB-COT 14-33

TITLE: Snow Removal Services – Home Chore Program, Local Roads, Parking Lots and Sidewalks

Please Send or Fax To:
 City of Troy Purchasing Department
 500 W. Big Beaver Rd.
 Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

REMARKS: _____

COMPANY INFORMATION:

COMPANY NAME: _____
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
 TITLE: _____
 COMPANY: _____
 ADDRESS: _____
 FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mttn.info.



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 14-33

Page 1 of 7

The undersigned proposes to furnish **SEASONAL REQUIREMENTS OF SNOW REMOVAL SERVICES FOR THE CITY OF TROY HOME CHORE PROGRAM, LOCAL ROADS, PARKING LOTS, AND SIDEWALKS WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON** in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: DiPonio Contracting, Inc.

PROPOSAL (A): City Owned Properties - Parking Lots, Building Entrances and Sidewalks

Snow and ice removal from the parking lots, building entrances, and sidewalks for six (6) Troy Fire Stations, the Police and Fire Training Center, the Troy Historical Museum, Camp Ticonderoga, the Lloyd A. Stage Nature Center, the Troy Transit Center, the Troy City Hall Complex, and the Troy Community Center complex in accordance with the attached specifications.

ITEM #	TYPE OF EQUIPMENT	NUMBER DEDICATED TO TROY	COST *(Hourly rates all inclusive)
Parking Lots:			
1	5-10 yd Capacity Truck with Salting Capabilities		\$ /Hour
2	Front End Loader - 5 yd Capacity with Snow Pusher		\$ /Hour
3	Front End Loader - 3 yd Capacity with Snow Pusher		\$ /Hour
4	Skid Steer with Snow Pusher		\$ /Hour
5	Pickup with 8 ft Blade		\$ /Hour
6	Truck with 10 ft Snowplow		\$ /Hour
7	Parking Lot Salt		\$ /Ton
Sidewalks:			
8	Utility Vehicle with 5' Snow Plow		\$ /Hour
9	Utility Vehicle with Salt Spreader		\$ /Hour
10	Utility Vehicle with 5' Snow Plow and Salt Spreader		\$ /Hour
11	Utility Tractor Mounted Snow Blower		\$ /Hour
12	Walk-Behind Snow Blower		\$ /Hour
13	Snow Shovel and Operator		\$ /Hour
14	Walk-Behind Salt Spreader with Operator		\$ /Hour
15	Sidewalk Salt: To be supplied by the City of Troy		Included
ESTIMATED GRAND TOTAL - PROPOSAL A:			\$

***RATES:**

Hourly rate for equipment shall include all related costs such as fuel, insurance, operators, travel time, expenses, salt spreading, etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). Hourly rate applies to actual hours of operation.

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified at the prices stated above.

IMPORTANT: Ice melting material will be supplied to the awarded contractor(s) by the City of Troy for the deicing of sidewalks only under proposal A.

NOTE: The City of Troy reserves the right to add or delete locations as deemed necessary at the City's option.



Section List
Snow Removal Services

Instructions to Bidders - 2 Pages
Section List - 1 Page
Bid Proposal - 7 Pages
Vendor Questionnaire - 4 Pages
Forms - 4 Pages
Specifications - General - 3 Pages
Specifications - Proposal A - 8 Pages
Specifications - Proposal B - 41 Pages
Specifications - Proposal C - 1 Page
Specifications - Proposal D - 1 Page
Specifications - Proposal E - 1 Page
Insurance Certificate - 1 Page
Statement of No Bid - 1 Page

PROPOSAL (B): City owned properties – Sidewalks (Various locations within the City of Troy)

Snow and ice removal from City owned sidewalks located throughout Troy. These areas include sidewalks at retention/detention ponds, parks, intersections, and municipal property in accordance with the attached specifications. Total estimated linear feet: 56,474 LFT.

ITEM #	DESCRIPTION	SIDEWALKS – DEICING	SIDEWALKS - PLOWING
1.	Less than One (1) inch or Icy Conditions	\$ /LF.	
2.	Three (3) inches to Six (6) inches	\$ /LF.	\$ /LF.
3.	Greater than Six (6) inches	\$ /LF.	\$ /LF.
EST. GRAND TOTAL – PROPOSAL B:		\$	\$

SNOW REMOVAL SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, travel time, etc.)

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified, at the prices quoted above.

IMPORTANT: Ice melting material will be supplied to the awarded contractor(s) by the City of Troy for the deicing of sidewalks under proposal B.

NOTE: The City of Troy reserves the right to add or delete locations as deemed necessary at the City's option.

PROPOSAL (C): Code Enforcement per call Basis

Snow and ice removal services for code enforcement activities to be provided for sidewalks on an as needed basis in accordance with the attached specifications.

ITEM #	DESCRIPTION	COST
1.	Dispatch Fee	\$ /Per Property
2.	Price for Snow/Ice Removal	\$ /Hour
3.	Price for Salting per each Service Call	\$ /Call Out

***RATES:**

Hourly rate shall include all related costs such as fuel, equipment, insurance, operators, travel time, and related expenses, etc. The cost per call out shall include de-icing materials and application. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). Hourly rate applies to actual hours of operation.

The City will not pay a premium for overtime or holidays. The City will not guarantee a minimum number of call-outs per season. The contractor will be paid only for services rendered as specified, at the prices quoted above.

COMPANY NAME DiPonio Contracting, Inc.

PROPOSAL (D): Snow Removal Services for the Home Chore Program

Snow removal services to be provided to income qualified Troy senior citizens and persons with severe disabilities on an as needed basis in accordance with the attached specifications.

Estimated Number	Description	Price for Snow Removal per Each Service Call	Price of Salting per Each Service Call
85	Snow removal and / or salting at residential City of Troy homes.	\$	\$

SNOW REMOVAL SERVICES (Cost to include all related expenses such as operators, equipment, insurance, fuel, travel time, etc.)

ESTIMATED QUANTITIES:

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the amount of services required for the season will be dependent upon the severity of the winter season.

For award purposes, it will be estimated that there will be Six (6) call-outs per year even though the number is weather dependent and may be more or less.

PROPOSAL (E): Snow Removal Services - Local Roads Emergency Basis

Snow removal services on an emergency basis in accordance with the attached specifications.

The contractor(s) with the lowest rates for each item will set the rate for all contractors under this proposal E. The other contractors may accept or decline the rates established. The City of Troy reserves the right to establish a contract with as many of the bidders who are willing to accept established rates. The established rates shall remain firm for the entire contract period.

TYPE OF EQUIPMENT	NUMBER OF AVAILABLE PIECES OF EQUIPMENT	HOURLY RATE PER SINGLE PIECE OF EQUIPMENT
Front End Loader: Minimum Size 3 Yards		
5 yd Capacity	2	\$ 150.00
3 yd Capacity	2	\$ 140.00
Other Size:		\$
Other Size:		\$
Pick up with Minimum 8 ft Blade (to assist loaders only)		
Pickup with 8 ft Blade		\$
Road Grader with Minimum Size of 6 Wheels		
20,000 GVW Grader		\$
Other Size:		\$
Truck with 10 ft Snowplow		
Truck with 10 ft Snowplow	1	\$ 125.00

RATES:

Hourly rate for equipment shall include all related costs such as fuel, insurance, operators, travel time, and related expenses, etc. The City will pay straight rates only. Any premium for overtime, Sundays or Holidays are the responsibility of the bidder (contractor). **Hourly rate applies to actual hours of operation.**

ADDITIONAL INFORMATION:

For additional general information or questions about *Proposals A, B and E*, please contact Kurt Bovensiep, Public Works Manager at (248) 524-3489; for *Proposal C*, please contact Paul Evans, Zoning & Compliance Specialist, (248) 524-3359; and for *Proposal D*, please contact Cindy Stewart, Community Affairs Director at (248) 524-1147 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

COMPANY NAME DiPonio Contracting, Inc.

DOWNPAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance, as being in conformance with specifications will not be considered for award.

PAYMENT TERMS:

The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one who pays City of Troy taxes (real and/or personal), if the bid of the local vendor is within 5% of the lowest responsive and responsible non-local bid, the local vendor is given one chance to match the low bid.

AWARD:

It is the intent of the City to award a contract to one (1) Primary Contractor and one (1) Secondary Contractor for Snow Removal Services for Proposals A, B, C, and D. In the event the Primary Contractor is unable to provide the services as needed, the Secondary contractor will be contacted. For Proposal E, the City of Troy reserves the right to award to various contractors who agree to accept the lowest rate for each item; and each item will be considered a separate award unless deemed in the City of Troy's best interest to combine items. The award and evaluation of this bid shall be a combination of factors, including but not limited to: cost, references, inspection of the firm's entire plowing and support equipment and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to reject low bids which have major deviations from specifications; to accept a higher bid, which has only minor deviations from specifications; to award the bid in whatever manner is deemed to be in the best interests of the City of Troy.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, a purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The purchase order shall be released once acceptable insurance is received.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

FORMS:

Bidders should complete and attach the following forms and return with your proposal documents. Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

- Completed Legal Status of Bidder form
- Completed Non-Collusion Affidavit
- Completed Certification regarding Debarment
- Certification regarding "Iran Linked Business" Forms
- Completed Indemnification (Hold Harmless) Clause
- Completed Sole Proprietor Worker's Compensation Release Form (if applicable)

COMPANY NAME D. Bonio Contracting, Inc.

SITE VISIT:

Bidders are invited to examine the sites to determine the amount of work to be done in accordance with specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

PROPOSAL A SITES:

- () Our company visited the locations on _____
- (X) Our company did not visit the sites.

PROPOSAL B SITES:

- () Our company visited the locations on _____
- (X) Our company did not visit the sites.

EQUIPMENT INSPECTION:

The City reserves the right to make a site visit to inspect the equipment and reject the bid if the equipment is deemed unfit due to age or condition. Please provide the manufacturer, year and model of the equipment to be used for this contract under the Vendor Questionnaire.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

[Faint, illegible text]

COMPANY NAME Diponio Contracting, Inc.

INSURANCE:

Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE for Proposals A, B, and E. A standard insurance certificate that includes General Liability, Automobile Liability, Worker's Compensation and naming the City of Troy as an additional insurance will be required for Proposals C and D. The required Insurance Certificate(s) must be submitted to the Purchasing Manager within five (5) business days of the verbal/ electronic request. The bid cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed to the City Offices at (248) 619-7608, and is the only bid document accepted in this format.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____ at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A 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 proposal document at the time of submitting the bid 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 Troy specifications may result in this bid 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 Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which 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 Troy City Council, the City of Troy will provide verbal / electronic notification to submit within five (5) business days an insurance certificate in accordance with specifications. If not so received the company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

Frank P. DiPonio, President

_____ being duly authorized to execute contracts for DiPonio Contracting, Inc.
(Print Full Name) (Company Name)

hereby acknowledges that once accepted by the Purchasing Manager, the specified insurance certificate for ITB-COT 14-33 shall remain in full force and effect during the life of the contract.


COMPANY NAME: DiPonio Contracting, Inc.

SIGNATURE PAGE

PRICES:

Prices quoted shall remain firm for sixty (60) days or bid award whichever comes first, except the successful bidder(s) whose prices shall remain firm from date of award through April 30, 2015.

The contract contains an option to renew for one (1) additional season, if within 90 days of contract termination both parties agree to the renewal under the same, prices, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 

TAX ID: 20-8039999 **Frank T. DiPonio, President**

COMPANY D. Ponio Contracting, Inc.

ADDRESS 51173 Simone Industrial Dr CITY Shelby Township ST MI ZIP 48316

PHONE NUMBER (586) 997-4150 FAX NUMBER (586) 997-4192

REPRESENTATIVE'S NAME: Frank T. DiPonio, President
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS _____ EMAIL: fdiponio@diponiocontracting.com

DELIVERY: As Specified

EXCEPTIONS:

Any exceptions, deviations, substitutions, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exception(s), deviation(s), or substitution(s) are an integral part of this bid proposal offer:
N/A

Please check, if this is an all or none award – "One Lot Pricing" not to be broken up by proposal.

ACKNOWLEDGEMENT:

I, Frank T. DiPonio, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

NOTE: **Frank T. DiPonio, President**

The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

CURRENCY:

All figures quoted are to be in U.S. Funds.



VENDOR QUESTIONNAIRE

Please provide the following information and submit with your bid proposal:

COMPANY NAME: DiPonio Contracting, Inc

TYPE OF ORGANIZATION: (Circle One) ESTABLISHED WHEN: 1995
(Year)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other Franchise, Inc. Troy, MI

If applicable:
FORMER FIRM NAME(S)
N/A

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Have you owned or operated a company that declared Chapter 7 during the last ten (10) years?
() Yes When: _____ No

2. Will any portion of the work be completed by subcontractors? If so, please provide company name(s) and contact information.
N/A

3. References – please list at least three (3) clients with whom you have had similar work completed by your company. Contact names and the listed information are to be provided. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

Entity Name	Address	Contact Name	Phone Number	E-Mail
<u>City of Troy</u>		<u>Emily Frontera</u>	<u>(248) 524-3373</u>	
<u>Macomb Cnty Rd Commission</u>		<u>Robert Hoedner</u>	<u>(586) 463-8671</u>	

4. Provide your company's policy on monitoring the driving records of your employees, including how often background checks are performed and what offenses constitute dismissal.
We monitor & review driving records on an Annual basis or sooner if necessary. DUI and excessive traffic citations are offenses that could constitute dismissal.

5. Personnel from this company who would be assigned to the City's account.

Please provide resumes, copies of certifications, licenses (including up-to-date copies of CDL and medical cards), and/or list any additional training classes taken to increase expertise in snow plowing operations for the people listed in this section who will be assigned to the City of Troy account along with their responsibilities.

TITLE	NAME	LICENSE/CERTIFICATION	EXPERIENCE/ YEARS	ROLE
	Steve Hamilton	H5437778205	30 yrs	Supervisor/Operator
	Mike Knapp	K510603288295	10 yrs	Operator
	Tim Kilbuck	K416793367050	15 yrs	Operator
	Rick Osborn	Q216738826381	25 yrs	Driver
	Jerry Reynek	P620402497944	30 yrs	Supervisor/Operator

6. Provide your company's drug testing policy, including how often drivers are tested and what constitutes dismissal under this policy.

All drivers are subjected to random testing as provided by the ASTM pooling drivers.

7. EMPLOYEES: Number of full-time employees 30
 Number of part-time employees N/A

8. CONTACT INFORMATION:

The contractor will provide a daytime phone number and contact person and a 24-hour phone number and contact person and the project manager.

Daytime phone number (586) 997-4150 Contact Frank T DiPonio

24-hour phone number (586) 531-2131 Contact Jesse Kyle

Project Manager Jesse Kyle Phone Number (586) 531-2131 (if different from above)

9. RESPONSE TIME: Within 4.5 hours after a request for service.

10. FACILITY: Location: Shelby Township

Number of miles from City of Troy: 4.5

COMPANY NAME: DiPonio Contracting, Inc.

11. EQUIPMENT:

List below the manufacturer, model, and year of all equipment used in providing snow removal services for each proposal bid (A – D): (You may use an additional sheet and attach it to the bid document at time of submission.)

PROPOSAL A:

PROPOSAL B:

PROPOSAL C:

PROPSOAL D:

If Bidding Proposal E – Snow Removal Services – Local Roads Emergency Basis, please provide the following information:

12. List the model and year of the following types of equipment your company has available for use if awarded this contract. List each piece of equipment separately.

FRONT END LOADER	MODEL	CAPACITY	YEAR
All Caterpillae	2-950	5yds	1994/1989
	926	3yds	1985
	936	3 yds	2000

IV/A
mac

PICK UP WITH 8' or 10' BLADE	MODEL	BLADE SIZE	YEAR
GMC	5yd Dump		1990

ROAD GRADER	MODEL	YEAR

TRUCK WITH 10' PLOW	MODEL	YEAR
GMC	5yd Dump	1990

COMPANY NAME: Diponio Contracting, Inc.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:


Frank T. DiPonio, President

Company:

DiPonio Contracting, Inc

Address:

5173 Simone Industrial Drive
Shelby Township, MI 48316

Phone Number:

586-997-4150

Representative's Name:

Frank T. DiPonio, President

Date:

(Print)
10-23-14



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

(The bidder should strike out the two options that do not apply.)

A corporation duly organized and doing business under the laws of the State of Michigan for whom Frank T. DiPonio, bearing the office title of President, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A partnership, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Frank T. DiPonio, President

_____, being duly sworn deposed, says that he
(Print Full Name)

is President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Handwritten Signature]

SIGNATURE OF PERSON SUBMITTING BID

Frank T. DiPonio, President

[Handwritten Signature: Marie A Chesney]

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 23rd day
of October, 2014

in and for Macomb County County.

My commission expires:

12-13-18



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

DiPonio Contracting, Inc.
Name of Agency/Company/Firm (Please Print)

Frank T. DiPonio, President

Name and title of authorized representative (Please Print)

Frank T. DiPonio, President

Signature of authorized representative

Date 10-23-14

I am unable to certify to the above statements. Attached is my explanation.




**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	DiPonio Contracting, Inc.
Street Address	51173 Simone Industrial Drive
City	Shelby Township
State, Zip	MI, 48316
Corporate I.D. Number/State	00312M / Michigan
Taxpayer I.D. #	20-8039399

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

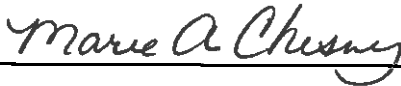
Signature of Vendor's Authorized Agent:



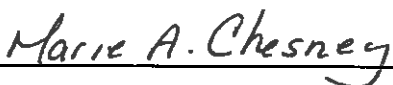
Printed Name of Vendor's Authorized Agent:

Frank T. DiPonio, President

Witness Signature:



Printed Name of Witness:





CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

DiPonio Contracting, Inc. agrees to defend, pay on
(Name of Consultant / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, 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/agreement.

DiPonio Contracting, Inc.
Contract / Agreement

[Signature]

Contractor/Vendor representative signature/date
Frank T. DiPonio, President

Marc A. Chasney
Witness

City of Troy representative signature/date

Witness

(Please complete and return at time of proposal submittal)



CITY OF TROY

SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

I, N/A, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (_____).

I, am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Signature Date

Print

Witness (other than relative)

Signature Date

Print



Snow Removal Services

General Specifications

1. Each Contractor shall be responsible for visiting the sites of the proposed work to become fully acquainted with existing conditions, thereby developing a full understanding of any difficulties and restrictions associated with the execution of the proposed contract. The failure or omission to receive and examine any documents, forms, instruments, addendum, or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
2. Contractor employees shall at all times be properly dressed. This attire shall be neat, clean, and well-maintained as follows:
 - a) Pants - must be clean and in good repair. Shorts, cutoffs, and sweat pants are not considered proper attire.
 - b) Shirts - tee shirts and sleeved work shirts are acceptable if they are clean and in good repair. Tank tops, halter-tops, cut off or ripped shirts, or shirts with objectionable slogans are not acceptable.
 - c) No logos, pictures, commercial advertisements, other than that of the Contractor's shall be exposed while on City Property or in route to the job site.
 - d) Shoes – totally enclosed shoes shall be worn at all times. Sandals or similar type of footwear is not acceptable.
3. Drivers and operators must safely and legally operate all equipment assigned to them at all times.
4. All licenses required by the State of Michigan which are necessary to perform this contract, must be obtained prior to award of contract.
5. The Contractor(s) shall at all times observe and comply with all Federal (including E-Verify), State and local laws, ordinances and regulations. The Contractor(s) shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor(s), it's employees or any subcontractors.
6. All snow removal services shall be conducted in a manner that will not create a hazard, nor hinder, restrict or impede traffic. The safety of the Contractor's employees and the public is of prime concern to the City and the Contractor(s) must take all necessary steps to assure proper safety during the performance of this contract.
7. **Driving Records of Employees:** Contractor(s) shall perform a complete driving history search on all employee or pre-approved sub-contractors that will be operating vehicles or equipment. Employees or sub-contractors with an convictions for Operating While Intoxicated (OWI-Intoxicated), Unlawful Blood Alcohol Level (UBAL), Operating While Impaired (OWI) , Operating While Under the Influence of a Narcotic or Controlled Substance or the Sale, Use and /or Possession of Marijuana or a Control Substance shall not be allowed to work in Troy at any time. If an employee or pre-approved sub-contractor is arrested or charged with such an offense, Contractor(s) shall immediately stop that employee or sub-contractor from working in Troy. Contractor(s) shall develop a plan/policy for screening criminal and driving records to make sure that all employees and pre-approved sub-contractors are compliant with the terms of the contract. The City shall be provided with a copy of the policy within ten (10) days after the execution of the contract. Contractor(s) shall perform annual Motor Vehicle Record (MVR) checks on all drivers for compliance with the above point convictions and take appropriate action. All of these records are subject to examination by the City.
8. **Employee Conduct:** Contractor(s) will promptly investigate and act upon any allegation that any employee or pre-approved subcontractor has acted in an unprofessional or criminal manner and take the necessary corrective action to remedy the situation.