

INVITATION TO BID

Snow Plowing Services for 2023-2024 Snow Season, City of Independence

SECTION ONE – GENERAL PROVISIONS

1. **ADVERTISEMENT:** By order of the City of Independence, as authorized by the Mayor, a “Notice to Contractors” of the proposal for “Snow Plowing Services for 2023-2024 Snow Season”, was advertised as appears in the Cleveland Plain Dealer under dates of May 31, 2023, and June 7, 2023. Copies of the specifications, and blank forms of the proposals, bonds, contracts, can be obtained by the prospective bidders at the Office of the Clerk of Council, at 6800 Brecksville Road, Independence, Ohio 44131. To the extent reasonably applicable and as determined by the City, all bids shall comply with Chapter 158 of the City’s Codified Ordinances.

2. **BIDS:** Sealed bids, endorsed “Snow Plowing Services for 2023-2024 Snow Season,” for the City of Independence, Ohio, will be received at the Office of the Clerk of Council, at 6800 Brecksville Road, Independence, Ohio 44131, until 10:00 a.m., June 15, 2023, will be publicly opened and read.

3. **FORM OF BID:** Every bid attached hereto must give the price of each item bid on, in figures, and must contain the full name of every person, firm, or corporation interested in the bid, and the address of the person, firm, or the president and secretary of the corporation bidding; and if a corporation, the bid must give the name of the state in which it is incorporated. All alternates must be bid.

4. **NAME OF BIDDER:** Each bid must be clearly signed and notarized with the full name and address of each person, firm, or corporation interested in it. In case of a partnership, the firm name and address, and name and address of each partner must be given. In the case of a limited liability corporation, the name and address of each member must be given.

5. **SIGNATURE OF BIDDER:** The bidder must sign the firm, corporate, or individual name of the bidder in the space provided for the signature on the bid form. In the case of a corporation or limited liability corporation, the title of the officer signing must be stated, and each officer must be thereunto duly authorized. In the case of a partnership or limited liability partnership, the signature of at least one of the partners must follow the firm name, using the term “partner of the firm.” In case of an individual, using the term “doing business as _____”, or “sole owner”.

6. **NON-COLLUSION AFFIDAVIT:** Each bidder is required to submit with his bid, an affidavit stating that neither they nor their agents, nor any other party for them has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to obtain the contract herein referred to and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided by the City, which is Attachment B hereto.

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7. SPECIFICATIONS TO BE PART OF CONTRACT: Specifications, statements, and proposals which accompany the bid, which are accepted, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into for the purchase of any material or work or both, herein anticipated by the City.

8. EXPLANATIONS WRITTEN AND ORAL: Should a bidder find discrepancies in or omissions from the invitation to bid or specifications, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the City, in writing, and the City will send written instructions to all bidders. The City will not be responsible for any oral instructions. Written questions regarding the Invitation to Bid shall be sent to the Clerk of Council, City of Independence, 6800 Brecksville Road, Independence, Ohio 44131, and received at least five (5) business days before the date of the bid opening.

9. WITHDRAWAL OF BID: No bid will be allowed to be withdrawn after it has been deposited with the City except as provided in Section 158.11 of the Codified Ordinances of the City.

10. REJECTION OR ACCEPTANCE OF BIDS: The City reserves the right to accept or reject any and all bids, including any part, parts, or portion of any bid submitted and to award a contract to other than the lowest bidder. In awarding a contract, the City will accept the most economical and best bid. The City also reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind may be rejected, and the City reserves the right to waive any irregularity. In case of any discrepancy between the price written in the bid and that given in figures for any item, the lower price will be considered as the bid.

11. UNACCEPTABLE BIDS: No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise, upon any obligation to the City or has failed to perform faithfully any previous contract with the City. Further, although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of the proposal:

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- A. Evidence of collusion among bidders;
- B. Lack of competency as revealed by either financial statements, experience, or equipment statements as submitted or other factors.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Default on the previous municipal contract for failure to perform;
- E. Failure to submit with the bid an executed Acknowledgement Agreement;
- F. Submission of more than one proposal from an individual, a firm, or partnership, a corporation or an association under the same or different names.
- G. Unbalanced prices; and
- H. Failure to demonstrate that the surety company upon which the bonds furnished to the City of Independence in conjunction with the bid and work described are written satisfies the requirements for sureties set forth herein.

12. EVIDENCE OF ABILITY TO DO WORK: Bidders must present evidence to the City, when required by it, to show that they are fully competent and have the necessary facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

13. PRICE BID: Where the bidder desires to offer a discount, the amount and terms of discount shall be clearly stated on a separate sheet attached to the bid. Where the bidder wishes to make his quotation by filing his catalog, accompanied by his price list and discount sheet, if any, he may do so by attaching such documents to his bid and making them a part thereof, but such documents shall all be separately signed in the same manner and by the same person as the bid form.

14. PATENTS: The successful bidder shall indemnify and save harmless the City against all claims for royalties for patents or suit for information thereon, which may be involved in the manufacture or use of the material to be furnished.

15. CONDITIONS: Each bidder shall fully acquaint them with the terms relating to the scope and restrictions attending the execution of the work in the contract. Bidder shall thoroughly examine and be familiar with the specifications.

The bidder shall make their determination as to the conditions that exist throughout the City and shall assume all risks and responsibilities, and shall complete the work in and under conditions they may encounter without extra cost to the City.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the bidding process and work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract.

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16. STATE OR FEDERAL TAXES: The City is exempt from all sales, excise, and transportation taxes, except the State of Ohio Gasoline Tax. The prices bid, whether a unit price, lump-sum price, lot price, or a trade discount from catalog list prices, shall be exclusive of all such taxes and will so be construed.

17. SOCIAL SECURITY ACT: The successful bidder shall be and remain an independent contractor with respect to all service performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any contributions or taxes or social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials, and said Contractor also agrees to indemnify and save harmless the City from any such contributions or taxes or liability therefore.

18. LIABILITY INSURANCE: Where performance of the Contractor requires any act other than the delivery of a product or item, the Contractor shall at his expense, take out and maintain, during the life of the contract, public liability and property damage insurance in the minimum amount of \$100,000.00 for each occurrence and \$300,000.00 in the aggregate as will protect himself, the City and any subcontractor performing work covered by the contract, from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from operations under the contract, whether such operation is by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. An exact copy of such policy shall be deposited with the City before the commencement of any work under the contract.

The following special hazards shall be covered during the life of the contract by riders to the policy required herein, or by separate insurance policies, in the specified amounts:

- A. Property liability insurance to cover vehicles used in the performance of the contract (\$1,000,000.00);
- B. Property damage liability insurance to cover vehicles used in the performance of the contract (\$2,000,000.00); and

19. ASSIGNMENT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or their right, title, or interest in or to the same or any part thereof without the previous consent in writing of the City endorsed hereon or attached hereto.

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20. LEGAL FORM: No contract or contracts entered into pursuant to the specifications shall become effective until approved as to form and correctness by the City's Law Director and until such time as the Bidder, the Law Director, Mayor, and Finance Director and the City have fully and completely executed the contract. The Bidder hereby acknowledges that it understands that no bid shall be deemed accepted until such time as the bid proposal has been approved and accepted by the Law Director and the City Council in the form of a written contract, fully and completely executed by all parties.

21. ADDITIONAL INFORMATION: The City reserves the right to ask for additional information (including, but not limited to, financial data and performance bonds) any time before the execution of the contract.

22. QUALIFICATIONS OF BIDDER: Upon request by the City, the Bidder must include with their bid a copy of its latest available annual report, financial statement; a brief history of the Bidder; and an executive summary incorporating the above on a separate sheet attached to the bid.

23. PRE-BID CONFERENCE: A pre-bid conference may be requested by the City and conducted at the City of Independence Council Chambers at 6800 Brecksville Road on a date to be determined by the City prior to the opening of the bids.

24. DEMONSTRATIONS: A local demonstration of equipment may be required of any bidders prior to the awarding of a contract.

25. RESERVATION OF RIGHTS: The City reserves the right to split any or all proposals and award multiple contracts from the same quotation based on price, availability, and service when in its judgment, this best serves the City. The City also reserves the right to take advantage of any special pricing programs available from the contractor or any other outside vendors offering special price programs during the term of this contract.

26. BID EVALUATION: Bids will be evaluated by the City on the basis of:

- A. Compliance of bid with City specifications for equipment, and training.
- B. Price.
- C. Delivery capability.
- D. The ability of Bidder to perform all phases of the contract.
- E. Past performance of the contractor.
- F. Contractors capacity.
- G. Bidder's equipment.

The City reserves the right to be the sole judge of which bid is the lowest and best bid proposal based upon all factors permitted by law and including, but not limited to, the above.

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27. CORPORATE RESOLUTION: If the Bidder is a corporation, it shall complete a Certified Copy of Corporate Resolution, which is Attachment D hereto.

28. CONTRACTOR'S AFFIDAVIT OF COMPLIANCE: Every Bidder shall complete Attachment E hereto.

29. NO BENEFIT TO ANY PUBLIC SERVANT: No contractor or subcontractor will perform any aspect of this contract so that a benefit or interest accrues to any public official or public servant of the City of Independence, including but not limited to the Mayor, any Member of Council or any Member of a City Administrative Board and which would violate any law of either the State of Ohio or the City of Independence.

In the event that the City discovers that a benefit or interest has been rendered to a public official or public servant of the City of Independence through the performance of this contract, either by inadvertence or otherwise, the City reserves the right, at its sole discretion, to require the contractor to either (1) reduce the contract price by an amount equal to that paid to the entity associated with or related to the City Official, or (2) eliminate the performance through the entity associated or related to the public official or public servant of the City and perform the work again and provide written evidence that no material, equipment, labor, or assistance of any kind was provided by the entity associated with or related to the public official or public servant of City. Every Bidder shall submit a completed Attachment F hereto.

30. COMPLIANCE WITH LAW: The Contractor shall fully comply with the requirements of all federal, state, and local laws, ordinances, and regulations. Further, the Bidder's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract. The successful Bidder shall indemnify and save harmless the City against all claims that the City or its employees have violated any such law relating to the performance of the contract by the contractor.

31. EQUAL OPPORTUNITY EMPLOYER: By submitting a bid, the Bidder is ensuring that he is an equal opportunity employer and that his employees and applicants for employment are not discriminated against because of their race, creed, color, sex, or national origin. By signing a contract with the City, the successful bidder guarantees that he complies with the above provision, and all other applicable state and federal laws regarding public contract work.

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32. Bidders acknowledge and agree that all invoices will be detailed and itemized as to charges, will include a valid purchase order number for the shipment, as well as signed and dated delivery receipts, and be sent to:

City of Independence
Attention: Finance Department
6800 Brecksville Road
Independence, Ohio 44131

33. Bidders acknowledge and agree that the City is exempt from all sales taxes. A blanket Certificate of Exemption will be issued to the successful Bidder.

34. Bidders acknowledge and agree to enter into a Standard Performance Agreement if required by the City. A sample copy of the Standard Agreement is available from the Purchasing Department of the City of Independence.

ATTACHMENT "A"

This form is to be used if a certified or cashier's check is submitted.

BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned as bidder, am hereby held and firmly bound unto the City of Independence, Ohio as Owner, in the penal sum of _____ Dollars (\$ _____) as witnessed by the attached certified check or cashier's check to undertake the supplying, performing and/or installation known as:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named bidder has submitted a bid on the above referenced project;

NOW, THEREFORE, if the Owner accepts the bid of the bidder and the bidder fails to enter into a proper contract and provide acceptable Contract Bond in accordance with the bid, plans, details, specifications, and bills of material; and the Owner awards the contract to the next lowest bidder, the Bidder shall be liable to the Owner for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed five percent of the amount of the bid, whichever is less. If the Owner does not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder shall be liable to the Owner for a penal sum not to exceed five percent of the amount of the bid or the costs in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less.

SIGNED AND SEALED this _____ day of _____, 20 _____.

ATTEST:

Bidder

By:

Title:

Address:

ATTACHMENT "B"

NON-COLLUSION AFFIDAVIT

State of Ohio)
) SS.
City of _____)

Bid Identification: _____

Contractor _____, being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed:

Title:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Seal of Notary:

_____ Notary Public

ATTACHMENT "C"

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, as Principal and _____ as Surety, are hereby held and firmly bound unto the City of Independence, Ohio hereinafter called the Obligee, in the sum of (\$ _____).

That the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal entered into a certain contract with the Obligee on _____, 20____ to undertake the project known as _____.

Now therefore, if the Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of the obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any ways affect the obligations of said Surety on this bond; and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this ____ day of _____, 20 ____.

ATTEST: _____

Principal

By : _____ (s)

(SEAL)

Title:

Address:

ATTEST: _____

Surety

By:

(SEAL)

Title:

Address:

ATTACHMENT "D"

CERTIFIED CORPORATE RESOLUTION

I hereby certify that I am the duly elected and acting Secretary/Managing Member of _____, a Corporation/Limited Liability Company duly organized and existing under the laws of the State of _____; that the Board of Directors of said Corporation/Managing Member of said Limited Liability Company authorize and approve a certain Proposal to the City of Independence, Ohio for furnishing _____ by said Corporation/Limited Liability Company and the execution of said proposal and Contract for and on behalf of said Corporation/Limited Liability Company; that said authority is not contrary to any provisions of any governing documents of said Corporation/Limited Liability Company; and that said authority has not been rescinded or modified.

IN WITNESS WHEREOF, I have hereunto subscribed my name on _____, 20__.

By: _____
Secretary/Managing Member

ATTACHMENT "E"

CONTRACTOR'S AFFIDAVIT OF COMPLIANCE WITH
OHIO REVISED CODE, CHAPTER 5719.042

To:

(Project Owner)

_____, 20____.
(dated)

State of Ohio)
)SS.
City of _____)

I, _____, hereby make oath and say that:

1. He/She is the _____ of _____, the firm that submitted the attached bid.

2. At the time the bid was submitted, the firm named above _____, (was, was not) (circle one) charged with delinquent personal property taxes on the general tax list of personal property in Independence, Ohio.

3. (If applicable) The amount due and unpaid delinquent personal property taxes are \$ _____ and penalties and interest on the same are \$ _____.

Bidder

By:

_____ Title:

Sworn to and subscribed to before me at _____ this day of _____, A.D., 20____.

Notary Public

Sworn statement required by Ohio Revised Code as to the status of bidder's (company's) personal property taxes. THIS AFFIDAVIT MUST BE SIGNED BEFORE THE CONTRACT CAN BE ENTERED INTO.

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ATTACHMENT "F"

ACKNOWLEDGEMENT AGREEMENT

Name of Contractor: _____

Job/Project:

By the signature affixed below, the Undersigned hereby acknowledges and agrees that it will perform every aspect of its contract, including the use of subcontractors so that no benefit of interest will accrue to any public official or public servant of the City of Independence, including but not limited to the Mayor, any Member of Council or any Member of a City Administrative Board that would violate any law of either the State of Ohio or the City of Independence.

The Undersigned also acknowledges and agrees that in the event that the City discovers that a benefit or interest has been rendered to a public official or public servant of the City of Independence, either by inadvertence or otherwise, the City reserves the right, at its sole discretion, to require the Undersigned to either (1) reduce the contract price by an amount equal to that paid to the entity associated or related to the City Official, or (2) eliminate the performance through the entity associated or related to the public official or public servant of the City and perform the work again and provide written evidence that no material, equipment, labor, or assistance of any kind was provided by the entity associated or related to the public official or public servant of the City.

WHEREFORE, the Undersigned has executed this Acknowledgement Agreement on this ____ day of _____, 20____.

Signed in the presence of:

CONTRACTOR:

By: _____
Its: _____

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 20____.

Notary

GENERAL REFERENCES:

Project Cost (\$)

Project Name or Description

Project Owner

Address

City

State

ZIP Code

Contact Name

Phone Number

Project Cost (\$)

Project Name or Description

Project Owner

Address

City

State

ZIP Code

Contact Name

Phone Number

Project Cost (\$)

Project Name or Description

Project Owner

Address

City

State

ZIP Code

Contact Name

Phone Number

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SECTION TWO-SPECIFICATIONS/PRICING

The City of Independence solicits bids for the snow plowing services described in these bid specifications.

Bidders are to issue bids to furnish services, materials, and labor, on forms provided by the City, under the following terms and conditions:

Payment Terms - Net 20 days after acceptable completion of services and receipt of an approved invoice by the Finance Department.

Bidders acknowledge and agree that all invoices will be detailed and itemized as to charges and will include a valid purchase order number for the services. Invoices and supporting documentation are to be sent to the address listed below.

City of Independence
Attention: Finance Department
6800 Brecksville Road
Independence, Ohio 44131

Email: accountspayable@independenciohio.org

Bidders acknowledge and agree that the City is exempt from all sales taxes. A blanket certificate of exemption will be issued at the request of the successful bidder.

Bidders agree that bid prices shall remain firm for the 2023-2024 snow season. Bidders acknowledge and agree to enter into a standard performance agreement if required by the City of Independence. A sample copy of the standard agreement is available from the Procurement Coordinator of the City of Independence.

Bidders are to submit bids on a per driveway basis for residential driveways, and a per-area basis for municipal lots. Bids will be evaluated and awarded on an individual area basis.

The City of Independence, in its sole discretion, will determine if the quality of work meets the City's standards.

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- 1.) The contractor shall perform snow plowing services only after being notified by the Service Director or his designee. The contractor must notify the Service Department when plowing has begun and completed.
- 2.) **Contract must begin to plow assigned route no more than two hours after being notified by the Service Director or his designee to provide snowplow services.**
- 3.) If for any reason, the contractor is unable to clean a drive (car parked, no visible address), the contractor shall immediately notify the Service Department office at 524-9191. When leaving a message, please include the time, street address, vehicle type, and license number. Clean the drive from the rear of the vehicle to the street. All equipment breakdowns are to be reported to the Service Department by phone.
- 4.) **The awarded contractor is required to complete all assigned routes within 16 sixteen hours of notification from the Service Director or his assignee.** Failure to complete awarded route(s) within the allowed period is grounds for Contract termination.
- 5.) If a contractor fails to complete awarded routes within sixteen hours of notification, the contractor will be obligated to:
 - a.) plow any assigned, unplowed driveway after the 16-hour time limit without compensation from the City, or
 - b.) compensate the City for any costs it incurs to obtain plow services to clear the remaining unplowed driveways.
- 6.) The 2023-2024 Snow Season begins November 1, 2023 and ends April 30, 2024.
- 7.) Before December 1, 2023, the contractor shall mark the driveway and driveway entrance at their expense using wooden stakes no larger than 1" x 1" or fiberglass markers no larger than 1" in circumference. The contractor is to remove all markers after the snow plowing season ends, and no later than May 15, 2024.
- 8.) The contractor is responsible for any damage caused by the contractor or his employees. Repairs, including but not limited to lawns, tree lawns, mailboxes, shrubs, or other items, shall be completed to the service director's satisfaction no later than May 15, 2024.
- 9.) Bidders shall submit, with each bid, the following documents.
 - a. Workers' Compensation
 - b. Internal Revenue Service Form W-9
 - c. Proof of commercial liability insurance

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10.) Contractors acknowledge and agree that all persons providing snow plowing services are employees of the contractor, licensed drivers (by the State of Ohio), and are sufficiently trained to perform such services.

11.) Employees of the City of Independence are not eligible to participate in this bid.

12.) Bidders must indicate any capacity limitations in terms of the number of driveways per event.

13.) When noted on Route List, follow special instructions. **Example Gravel Drive, Lift Plow.

14.) Only two passes are required on a drive. Do not leave "crumbs or plowed snow in front of garage doors, home doors, stairs, or sidewalks leading to the home.

15.) All Contractors shall document the actual service provided by them or their drivers. This documentation must be attached to each invoice submitted for payment.

16.) All vehicles and employees used by the contractor for services must be identified on the City's Driver Information Sheet and approved by the City. Valid proof of commercial insurance (which must name the City as an additional insured) must be on file with the City at all times.

17.) The City reserves the right to terminate a Contract at any time, for any reason, including but not limited to, customer complaints. If the City corrects an issue on the contractor's route, any cost incurred will be deducted from the contractor's payment by the City.

18.) The contractor agrees to indemnify and hold harmless the City of Independence from any causes of action, claims, lawsuits, damages, and costs, resulting from snow plowing services.

19.) The contractor agrees that they are an independent contractor to the City.

20.) Contractors agree to comply with all federal, state, and local tax reporting laws, rules, and regulations for themselves and their employees.

2023 SNOWPLOW ROUTES

SENIOR SNOW PLOWING – CITY OF INDEPENDENCE FOR 2022/2023

| | |
|----------|----|
| Route 1 | 39 |
| Route 2 | 39 |
| Route 3 | 23 |
| Route 4 | 52 |
| Route 5 | 49 |
| Route 6 | 34 |
| Route 7 | 18 |
| Route 8 | 42 |
| Route 9 | 32 |
| Route 10 | 52 |
| Route 11 | 28 |
| Route 12 | 22 |
| Route 13 | 37 |
| Route 14 | 47 |
| Route 15 | 26 |
| Route 16 | 25 |
| Route 17 | 43 |
| Route 18 | 37 |
| Route 19 | 33 |
| Route 20 | 23 |
| Route 21 | 61 |

TOTAL: 762 HOMES

2023 SNOWPLOW ROUTES

AREA 1

Longano
Kleber Court
Brecksville-5540 - 6459
Meadowbrook

AREA 2

Anderson
Buskirk
Daisy Avenue
Evergreen
Stone & Tulip Trail
Public Square
Victoria Circle
Tanglewood
W. Public Square
E. Public Square

AREA 3

Elmwood
Second
Sunset
Wood

AREA 4

Aster
Lafayette
Latonia
Laurel
Waldorf
E. Ash (5670-6140)
Pin Oak
Pebble Creek
Ledgewood
Sycamore Court
Cedarwood Court
Cliffview
Daisy Blvd.
Locust Court

AREA 5

Oakwood
West Ash (4911-5280)
Poplar
Willow
Cheryl Ann
Josephine

AREA 6

Chestnut

AREA 7

Hillside 7211-9401 & Twin Creek

AREA 8

Archwood Road
Dora
Elmarge
Filip
Vineyard

AREA 9

Acres Drive
Hunting Lane
Rosewood Circle
Braewood
Brecksville (odd #'s E. side)

AREA 10

South Great Oaks
Pine Ridge Oval
Hillside (4308-6908)
Firewood Circle
Forestwood
Crestwood
Valley Woods
Pleasant Wood

AREA 11

E. Pleasant Valley

AREA 12

Beverly
Eastview
Serio
Brookside (W.77 to Sprague)
San Fernando
Timber Ridge
Lake Charles
Jonathan Cole
Mackenzie
Meadows

AREA 13

Bramley
Dania
Brookside (7022-9560)
Oakhurst Circle
Treelawn
Riverview

AREA 14

Brettin
Grandview
Springview
Sprague Road
Bexley Court
Kingscote Park

AREA 15

Midland (7423-7557)
Ranchview
Scenicview
Timberlan

AREA 16

Brecksville (Even #'s-West Side)
Delmur Drive

AREA 17

Dalebrook
Dalepoint
Montello
Valley Vista
Cascade Creek

AREA 18

Brookside (5927-6916)
Highland
Oval
Parkland

AREA 19

Beechwood
Chestnut Oval
Great Oaks
Butternut Ridge
Arbor Court
Magnolia Overlook
Hickory Nut
Linden Lane
Maple Leaf
Oakmont Circle
Cypress Point
Bartlett Cove
Hawthorn Trace

AREA 20

Cherry
Greenwood, Hemlock, Hemoga

2023 SNOWPLOW ROUTES

AREA 21

Carol

North Renwood

Rita

Ivendale

Renwood

Beverly May

Midland (6985-7340)

**Bid Proposal for Snow Plowing Services for 2023-2024
City of Independence**

The undersigned, _____, hereby proposes to furnish all labor materials and equipment that will be requisite and necessary for snow plowing services for the 2023-2024 snow season, in accordance with the current specifications, and upon the terms and conditions of this proposal, and to the acceptance of the Council of the City of Independence, Ohio, provided this proposal is accepted for contract by the City of Independence, Ohio, at the following prices:

1. Prices for snow plowing services

| Route | Price Per Driveway | Route | Price Per Driveway | Route | Price Per Driveway |
|--------------|---------------------------|--------------|---------------------------|--------------|---------------------------|
| 1 | _____ | 10 | _____ | 19 | _____ |
| 2 | _____ | 11 | _____ | 20 | _____ |
| 3 | _____ | 12 | _____ | 21 | _____ |
| 4 | _____ | 13 | _____ | | |
| 5 | _____ | 14 | _____ | | |
| 6 | _____ | 15 | _____ | | |
| 7 | _____ | 16 | _____ | | |
| 8 | _____ | 17 | _____ | | |
| 9 | _____ | 18 | _____ | | |

Capacity/Limitation _____ Driveways per Snow Event

Bidder

Address

City/State/Zip

Phone Number

Signature

Name (Print)

Title

Date:

INVITATION TO BID

Snow Plowing Services for 2023-2024 Snow Season, City of Independence

List any exceptions to the bid.

Name of Bidder _____

Address _____

City/State/Zip _____

Telephone Number _____

Authorized Signature of Bidder _____

Printed Name _____

Title _____ Date _____

