



**Dearborn Heights Tax Increment Finance Authority
(TIFA)**

REQUEST FOR PROPOSAL

Snow Removal & Salting Services – Various TIFA-owned lots

I. Project Description

The Dearborn Heights TIFA (hereafter “TIFA”) is interested in obtaining proposals for seasonal snow removal & salting services on the sidewalks at various TIFA-owned vacant lots.

II. Representations Made in Submitting a Proposal and Effects of Submitting a Proposal

By submitting a proposal, a person or firm represents that: (a) the person or firm has read, acknowledges, and understands the contents of this RFP; (b) has read, acknowledges, and understands the contents of the submitted proposal; and (c) has submitted the proposal in conformity with this RFP. Further, by submitting a proposal, a person or firm agrees that: (a) all costs incurred in the preparation and presentation of the proposal or in any way related to it shall be wholly absorbed by the person or firm making the proposal; (b) all supporting documentation shall become the property of the TIFA; (c) confidentiality of the proposal and of all information submitted to the TIFA relative to it cannot be assured due to the requirements of the Michigan Freedom of Information Act and other laws; (d) if selected by the TIFA, the person or firm shall be contractually bound to enter into and to abide by a finalized version of the form Agreement that is included in this RFP as Appendix A; and (e) the final version of the Agreement shall be in a final form and have a final substance as acceptable to the TIFA in its sole discretion.

III. Requirements Related to Submission of Proposals and the Evaluations of Proposals

A. Qualifications

A person or firm submitting a proposal must have a minimum of three (3) years’ experience performing snow removal & salting work similar to the requirements listed in this RFP and these specifications.

B. References

A person or firm submitting a proposal must submit a list of at least three (3) references, preferably government agencies or commercial businesses, for which they have performed similar services. The list must include the organization's name, contact person's name and title, telephone number, email (if available), type of work performed and dollar amount of the contract.

C. Proposal Information

In addition to pricing, the following information must be provided in all proposals:

1. Name of firm, principle contact person, address, telephone number, email address, and website (if available).
2. A list of equipment and the number of employees available to complete these services.
3. Three (3) references for similar work (see **References** section above).
4. Please quote your proposal for snow removal as unit cost per event. If necessary, you can quote unit cost based on snow depths. (For example, the cost per push for 1-4" of snow is X , 4-8" the cost is X , etc.)
5. Please quote your proposal for salting as unit cost per event after ice accumulation weather event or snow removal (as needed).

D. Evaluation and Selection

Evaluation of proposals will be made by the Dearborn Heights TIFA Administrator and forwarded to the Dearborn Heights TIFA Board for review and selection. Proposals will be reviewed on the following specific aspects, all factors being equal: *related experience for similar types of service; adequate equipment and support services to perform the contract; cost; references; and ability to complete the work satisfactorily and in a timely manner.*

E. Proposal Deadline

Proposals will be accepted until 2:00 PM Eastern Daylight Time on Tuesday, November 7, 2023. Please submit via email to:

Tom Rosco, Dearborn Heights TIFA Administrator
businesshelp@tifadh.com

Or via mail or in person to:

Dearborn Heights TIFA Office
25637 Michigan Ave
Dearborn Heights MI 48125

The Dearborn Heights TIFA reserves the right to reject any or all proposals and to waive any minor informalities or irregularities therein. Proposals are prepared at the submitter's expense and become public record. Contact Tom Rosco, Dearborn Heights TIFA Administrator, at businesshelp@tifadh.com or (313) 791-9805 for more information.

IV. Terms and Conditions

In addition to any other terms and conditions that are to be incorporated by reference into and pursuant to the Agreement set forth as Appendix A (that is to be finalized after the selection of a person or firm as the "Contractor"), the following terms and conditions shall be incorporated by reference into the Agreement.

A. Scope of Services and Duration

The dates for the duration of the Agreement will be from November 20, 2023 – May 31, 2024. The duration of the Agreement may vary with the presence of unusual weather conditions or snowfall. In such an event, the Dearborn Heights TIFA reserves the right to hold Contractor responsible for providing services pursuant to the Agreement for an extended duration and for carrying out the services as described in the **Specific Service Requirements** section noted below.

B. Locations

TIFA-owned vacant lots located at:

Address	Parcel Number	Location Details	Approx. Linear Feet Sidewalk
0 S Beech Daly Rd	33 040 02 0004 301	btw Eton & Pennie	100'
0 S Beech Daly Rd	33 040 03 2173 300	btw Hanover & Amherst	490'
0 S Beech Daly Rd	33 042 01 0001 000	S of Carlisle (lots 1-6)	338'
0 S Beech Daly Rd	33 042 01 0011 301	N of Dartmouth	341'
3123 S Beech Daly Rd	33 038 01 0029 301	N of New York	286'
3945 S Beech Daly Rd	33 042 02 0006 000	N of Andover	243'
4451 S Beech Daly Rd	33 042 99 0011 000	N of Hopkins	199'
25542 Van Born Rd	33 043 01 0610 301	btw Gulley and S Beech Daly	140'

Pricing shall be adjusted proportionally (based on linear feet of sidewalk) if properties are added or deleted during the term of the Agreement.

C. Insurance

Contractor, once chosen, shall obtain and/or maintain, and also supply proof of, the following insurance: Public Liability \$1,000,000; Property Damage \$100,000; Vehicular \$100,000 for each person and \$300,000 for each occurrence, plus Property Damage as required by law; and Workman's Compensation. The Contractor shall be required to provide proof of insurance certificates for the above listed insurance. Additional insurance requirements are:

- A. The Contractor agrees that it is an independent contractor and not an employee of the Dearborn Heights TIFA.
- B. The Contractor shall take out and maintain during the life of the Agreement such liability insurance as shall protect it and the Dearborn Heights TIFA from claims and damages which may be incurred as a result of this proposal in an amount satisfactory to the Dearborn Heights TIFA.
- C. The Contractor shall maintain workers disability compensation insurance for all employees and that said insurance shall comply with all applicable rules, regulations, and statutes of the State of Michigan.
- D. The Contractor shall with the TIFA Office simultaneous with or prior to the execution of this contract provide proof of said insurance and shall immediately upon demand, at the time of renewal or change of insurance carriers, provide to the Dearborn Heights TIFA forthwith a copy of the additional or replacement insurance policies evidencing that the Contractor had complied with the terms and conditions heretofore stated.

D. Hold Harmless

The Contractor agrees to hold the Dearborn Heights TIFA, its agents, servants and employees harmless and indemnify same for any claims or lawsuits arising out of the performance of these contractual services.

E. Non-Discrimination and Employment Law Compliance

Contractor shall, where applicable, employ others in compliance with the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws.

Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of this Agreement. To the extent required by law, Contractor

shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

In the event of any breach of any of the non-discrimination covenants set forth above, the Dearborn Heights TIFA shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

F. Subcontractors

It is expressly understood that no subcontractor shall be used by the Contractor in the performance of these contractual obligations except with the express written consent of the Dearborn Heights TIFA.

G. Dearborn Heights TIFA Agents

No agent of the Dearborn Heights TIFA shall have the power to revoke, alter, enlarge, or relax the stipulations or requirements of this Agreement and/or proposal documents, without the formal authorization to do so, by resolution or official action of the Dearborn Heights TIFA Board.

H. Breach of Contract

No failure by the Dearborn Heights TIFA to insist upon strict performance of any covenant, term or condition of this contract or to exercise any right, term or remedy consequent upon any breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this contract, but each and every covenant, term and condition of this contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

I. Unenforceability

If any portion of this Agreement or the application thereof to any person or circumstance shall, to any extent, judicially be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each such provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

J. Termination

The Dearborn Heights TIFA may terminate this Agreement without cause for any reason at any time by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least five (5) days prior to the effective date of such termination. If the Agreement is so terminated, the Dearborn Heights TIFA shall pay the Contractor only for the services rendered prior to termination, which payment shall constitute full and complete payment and satisfaction under the Contract.

K. Damage to Property

The Contractor shall be responsible for any and all damages caused by the Contractor's work to buildings, sidewalks, curbs, streets, driveways, structures or conveyances both public and private. It shall be the Contractor's responsibility to repair, restore and replace any damage to trees, shrubs or turf caused by his work to the satisfaction of the Dearborn Heights TIFA.

L. Public Relations

The Contractor and the Contractor's employees are expected to respond to the public in a respectable and courteous manner. If the Contractor or the Contractor's employees cannot satisfy a citizen's concern, the Contractor is to refer the citizen to the Dearborn Heights TIFA Office at (313) 791-9805.

M. Specific Service Requirements

- Current service addresses are:

Address	Parcel Number	Location Details	Approx. Linear Feet
0 S Beech Daly Rd	33 040 02 0004 301	btw Eton & Pennie	100'
0 S Beech Daly Rd	33 040 03 2173 300	btw Hanover & Amherst	490'
0 S Beech Daly Rd	33 042 01 0001 000	S of Carlysle (lots 1-6)	338'
0 S Beech Daly Rd	33 042 01 0011 301	N of Dartmouth	341'
3123 S Beech Daly Rd	33 038 01 0029 301	N of New York	286'
3945 S Beech Daly Rd	33 042 02 0006 000	N of Andover	243'
4451 S Beech Daly Rd	33 042 99 0011 000	N of Hopkins	199'
25542 Van Born Rd	33 043 01 0610 301	btw Gulley and S Beech Daly	140'

- If lot is located on a corner where there are handicap access ramps into the street, the handicap access ramp(s) must be included in this service.
- Service shall begin at minimum accumulation of one (1) inch.
- Service shall be provided within a reasonable time period after the snowfall accumulation. Normally, said snow removal will not commence until the snowfall has subsided. Accumulation shall be determined by the official weather report of the National Weather Service.
- Salting shall be performed one time after each ice accumulation weather event or snow removal, as needed.
- Pricing "per push" shall be adjusted proportionally (based on linear feet of sidewalk) if properties are added or deleted during the term of the contract.
- Invoices, sent on a monthly basis, shall include for each service: date, details of depth (if snow push) and cost.

N. Notices

(1) In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

OWNER/Dearborn Heights TIFA:

Dearborn Heights TIFA Office

25637 Michigan Ave

Dearborn Heights MI 48125

CONTRACTOR: [TO BE DETERMINED]

(2) Change in Notices. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party.

O. Relationship of the Parties

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers between the Parties. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

P. No Third-Party Beneficiary Contract

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

Q. No Waiver of Governmental Immunity

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER/Dearborn Heights TIFA or by any person or entity affiliated with it as provided by statute or court decision.

R. Integrated Agreement

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

S. Law and Interpretation

This Agreement shall be construed under the laws of the State of Michigan.

T. Amendments

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other.

U. Successors and Assigns

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

APPENDIX A

AGREEMENT FOR SNOW REMOVAL & SALTING SERVICES

This Agreement for Snow Removal & Salting Services (hereafter "Agreement"), is entered into between the DEARBORN HEIGHTS TAX INCREMENT FINANCE AUTHORITY (hereafter "Dearborn Heights TIFA" and/or "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge and agree that: (a) OWNER issued its REQUEST FOR PROPOSAL Snow Removal & Salting Services – Various TIFA-owned lots (hereafter "RFP"). (b) The RFP described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the RFP would be required to perform and/or meet. (c) CONTRACTOR submitted its proposal to OWNER in response to the RFP which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: RFP (including all parts of it); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; and any Modification or Addendum to this Agreement, including any Change Orders, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

DEARBORN HEIGHTS TAX INCREMENT FINANCE AUTHORITY ("OWNER")

_____ Dated: _____, 2023
By: Tim Emery
Its: Chair

_____ Dated: _____, 2023
By: Don Willis
Its: Secretary

[TO BE DETERMINED] ("CONTRACTOR")

_____ Dated: _____, 2023
By: _____
Its: _____