REQUEST FOR PROPOSALS
FOR
Snow Plowing and Removal Services

RFP #19-0808

WALLED LAKE CONSOLIDATED SCHOOLS
Educational Services Center
850 Ladd Road, Building D
Walled Lake, Michigan 48390
I. OVERVIEW

1.1. PURPOSE

The purpose of the Request for Proposals (“RFP”) is for Walled Lake Consolidated Schools (the “School District”) to obtain proposals from qualified contractors for snow plowing and removal services at twenty-two (22) district facilities (the “Work”).

1.2. SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s anticipated timeline for its selection process is:

- Issuance of this RFP: July 24, 2018
- Pre-bid Meeting (optional): 10:00 a.m., July 31, 2018
  Location: Maintenance/Operations Building, 46740 W. Pontiac Trail, Walled Lake, MI 48390
- Deadline for written Requests for Clarifications: 4:00 p.m., August 3, 2018
- DUE DATE FOR PROPOSALS: 12:00 p.m., August 8, 2018
- School District’s consideration of the Contract: August 23, 2018
- Commencement of Work: November 1, 2018
- School Completion of Work: April 30, 2021

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

**Wednesday, August 8, 2018 at 12:00 p.m. EDT (the “Due Date”)**

2.1.1. Proposal Envelope: The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

- SEALED PROPOSAL ENCLOSED
- Snow Plowing and Removal Services
- [Contractor’s Name]
- [Contractor’s Address]
- [Contractor’s Telephone Number]
The envelope must also be addressed and delivered as follows:

WALLED LAKE CONSOLIDATED SCHOOLS
Attention: Victoria Amore
850 Ladd Road, Building D
Walled Lake, Michigan 48390

2.1.2. **Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.

2.1.3. **Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up at its sole cost and expense.

2.1.4. **Signed Original Proposal:** Each Proposal must be an original and hard copy and signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

2.1.5. **Copies of Proposal:** The Contractor shall also submit with the signed original Proposal, one (1) complete copy of the signed original Proposal.

2.1.6. **Opening of Proposals:** At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud at 2:00 p.m. Any interested parties may attend. No immediate decision will be rendered.

2.1.7. **E-Mail Clarifications:** The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include e-mail.

2.1.8. **Additional Requests for Clarification:** Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests for Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request for Clarification received after **4 p.m. on August 2, 2018.** Requests for Clarification and inquiries must be made via e-mail. All Requests for Clarification must be directed to Dave Watkins, Maintenance Supervisor, at DaveWatkins@wlcsd.org with a copy to Victoria Amore, Finance and Purchasing Manager, at VictoriaAmore@wlcsd.org (Subject Line: Snow Plowing and Removal RFP Request for Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District’s website. It is each Contractor’s responsibility to check the School District’s website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.
2.1.9. **Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or an Contractor’s Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except for additional Requests For Clarification in accordance with Paragraph 2.1.8 above, or as otherwise required by applicable law.

2.1.10. **Addenda to the RFP:** All addenda will be issued through the School District’s website and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

2.1.11. **RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request for Clarification or other written response thereto, or in the Proposal.

2.1.12. **Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.

2.1.13. **Reservation of Rights:** The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event Contractor’s Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.

2.1.14. **Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

2.1.15. **Contractor Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
2.1.16. **Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

2.1.17. **Collusive Bidding:** The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

2.2. **PROPOSAL REQUIREMENTS AND FORMAT**

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1 and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the “Contract” and referred to throughout the Contract as the “Agreement”) (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor’s opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor’s Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor’s Proposal.

Each Proposal must include, at a minimum, the following:

2.2.1. A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor’s opinion are not applicable to, the Contractor.

2.2.2. References – Each Proposal must include detailed evidence that the Contractor is capable of successfully providing work for K-12 public school districts or institutions of similar capacity. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of work provided.
2.2.3. Evidence of the Contractor’s ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

2.2.4. Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.

2.2.5. A completed Proposal Pricing Form provided as ATTACHMENT A.

2.2.6. A completed Familial Disclosure Affidavit provided as ATTACHMENT B.

2.2.7. A completed Iran Economics Sanctions Act Affidavit of Compliance provided as ATTACHMENT C.

2.3. CONTRACTOR RESPONSIBILITIES

2.3.1. Inspection of Sites: The bidder shall be responsible for making site visitations. To arrange an inspection of the sites, contact Dave Watkins, Maintenance Supervisor, at (248) 956-3074. Each bidder shall be held to have compared the premises with the specifications and to be satisfied as to the conditions affecting the services to be provided before delivery of its proposal. No allowance or extra consideration on behalf of any bidder will subsequently be allowed by reason or error or oversight on part of the bidder.

2.3.2. Insurance: Satisfactory Workers Compensation insurance and liabilities and property damage insurance must be maintained and paid for the Contractor at all times work is performed. Refer to the form of Contract (ATTACHMENT D) for insurance requirements.
2.4. **SPECIFICATIONS**

2.4.1. **Scope of Work:** The Contractor shall provide all personnel and equipment required to remove snow and slush accumulation, using mutually agreeable methods, from all parking areas, access drives, sidewalks and play pads at the following locations and times (the “School Premises”):

<table>
<thead>
<tr>
<th>Maintenance/Transportation</th>
<th>Central High School</th>
<th>Wall Lake Elementary School</th>
</tr>
</thead>
<tbody>
<tr>
<td>46740 W. Pontiac Trail</td>
<td>1600 Oakley Park Road</td>
<td>1055 W. Maple Road</td>
</tr>
<tr>
<td>Walled Lake, MI 48390</td>
<td>Walled Lake, MI 48390</td>
<td>Walled Lake, MI 48390</td>
</tr>
<tr>
<td>cleared by 5:30 a.m.</td>
<td>cleared by 6:00 a.m.</td>
<td>cleared by 8:00 a.m.</td>
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<thead>
<tr>
<th>Western High School</th>
<th>Northern High School</th>
<th>Outdoor Education Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>600 Beck Road</td>
<td>6000 Bogie Lake Road</td>
<td>3577 Sleeth Ct.</td>
</tr>
<tr>
<td>Walled Lake, MI 48390</td>
<td>Commerce, MI 48382</td>
<td>Commerce, MI 48382</td>
</tr>
<tr>
<td>cleared by 6:00 a.m.</td>
<td>cleared by 6:00 a.m.</td>
<td>cleared by 7:00 a.m.</td>
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<tr>
<th>Geisler Middle School</th>
<th>Walnut Creek Middle School</th>
<th>Twin Sun Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>46720 W. Pontiac Trail</td>
<td>7601 Walnut Lake Road</td>
<td>2157 Loon Lake Road</td>
</tr>
<tr>
<td>Walled Lake, MI 48390</td>
<td>West Bloomfield, MI 48323</td>
<td>Wixom, MI 48393</td>
</tr>
<tr>
<td>cleared by 7:15 a.m.</td>
<td>cleared by 7:15 a.m.</td>
<td>cleared by 7:45 a.m.</td>
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<tr>
<th>Sarah Banks Middle School</th>
<th>Clifford Smart Middle School</th>
<th>Loon Lake Elementary School</th>
</tr>
</thead>
<tbody>
<tr>
<td>1760 Charms Road</td>
<td>8500 Commerce Road</td>
<td>2151 Loon Lake Road</td>
</tr>
<tr>
<td>Wixom, MI 48343</td>
<td>Commerce, MI 48382</td>
<td>Wixom, MI 48393</td>
</tr>
<tr>
<td>cleared by 7:15 a.m.</td>
<td>cleared by 7:15 a.m.</td>
<td>cleared by 8:00 a.m.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commerce Elementary School</th>
<th>Dublin Elementary School</th>
<th>Glengary Elementary School</th>
</tr>
</thead>
<tbody>
<tr>
<td>520 Farr Street</td>
<td>425 Farnsworth</td>
<td>Walled Lake, MI 48390</td>
</tr>
<tr>
<td>Commerce, MI 48382</td>
<td>White Lake, MI 48386</td>
<td>3070 Woodbury</td>
</tr>
<tr>
<td>cleared by 8:00 a.m.</td>
<td>cleared by 8:00 a.m.</td>
<td>cleared by 8:00 a.m.</td>
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<table>
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<tr>
<th>Hickory Woods Elementary School</th>
<th>Keith Elementary School</th>
<th>Mary Helen Guest Elementary School</th>
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</thead>
<tbody>
<tr>
<td>30655 Novi Road</td>
<td>2800 Keith Road</td>
<td>1655 Decker Road</td>
</tr>
<tr>
<td>Novi, MI 48377</td>
<td>West Bloomfield, MI 48324</td>
<td>Walled Lake, MI 48390</td>
</tr>
<tr>
<td>cleared by 8:00 a.m.</td>
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<td>cleared by 8:00 a.m.</td>
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<thead>
<tr>
<th>Meadowbrook Elementary School</th>
<th>Oakley Park Elementary School</th>
<th>Wixom Elementary School</th>
</tr>
</thead>
<tbody>
<tr>
<td>29200 Meadowbrook</td>
<td>2015 Oakley Park Road</td>
<td>301 N. Wixom Road</td>
</tr>
<tr>
<td>Novi, MI 48377</td>
<td>Walled Lake, MI 48390</td>
<td>Wixom, MI 48393</td>
</tr>
<tr>
<td>cleared by 8:00 a.m.</td>
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<tr>
<th>Pleasant Lake Elementary School</th>
<th>Wixom Elementary School</th>
</tr>
</thead>
<tbody>
<tr>
<td>4900 Halstead</td>
<td>301 N. Wixom Road</td>
</tr>
<tr>
<td>West Bloomfield, MI 48324</td>
<td>Wixom, MI 48393</td>
</tr>
<tr>
<td>cleared by 8:00 a.m.</td>
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</tbody>
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2.4.2. **Price Quotations:** Contractor shall quote unit prices per “push” at each site for one and one half (1 ½) inches to six (6) inches of snow fall depths and prices for six (6) or more inches. The per push rate contained in the Proposal Pricing Form ([ATTACHMENT A](#)) represents the total cost to the School District for all
Contractor’s Services provided under this RFP, including but not limited to all charges for the equipment and its operation by experienced personnel. Contractor shall also provide “On Time Materials Pricing” as per the Proposal Pricing Form.

2.4.3. **Services:**

2.4.3.1 Contractor shall provide slush and snow removal services (the “Services”) with the School District’s approval or direction from the Maintenance Supervisor whenever one and a half (1 ½) inch or more of snow or slush accumulation exists on the School Premises. All plowed areas shall have no more than one-fourth (1/4) inch of snow remaining upon completion of work.

2.4.3.2 Access road and aisles in the Transportation lot must be cleared by 5:30 a.m. The first buses leave at 5:45 a.m. All buses are out of the lot between 8:00 a.m. and 9:00 a.m. The Transportation lot must be cleared during that time. Please note completion times for all other School Premises at section 2.4.1 above.

2.4.3.3 On all holidays/scheduled school closings, it will be the School District’s discretion to request Services.

2.4.3.4 In addition to Contractor’s Services provided with prior notice, Contractor shall promptly commence and complete such other services at the School Premises as directed by the Maintenance Supervisor. No salting or sanding services, whatsoever, shall be provided unless they are approved in advance by the Maintenance Supervisor.

2.4.3.5 Contractor agrees that the Maintenance Supervisor or other authorized employee may direct the Contractor to clear snow from one or more areas of the School Premises before clearing other areas.

2.4.3.6 Prior to first plowing, Contractor and the Maintenance Supervisor will visit each site to determine plowing direction and stockpiling.

2.4.3.7 Prior to the snow season, it is the Contractor’s responsibility to mark all curbs, light fixtures, landscape areas, fencing and site features using a 4-foot painted wood lath or similar temporary markers, approved by the School District, if they want plow boundaries identified. Contractor will inspect the site and submit in writing any areas for which he/she will not take responsibility. In all areas except those noted during the site inspection, the Contractor shall assume responsibility for the repair of any damage.
occurring as a result of plowing operations, including concrete curbs, asphalt or concrete surfaces, landscaping areas, or other site features.

2.4.4. **Term:** The Contractor shall render Services pursuant to this RFP commencing November 1, 2018 and continuing through April 30, 2021, with the option at the School District’s discretion to extend this Contract by up to two (2) additional years on a year-to-year basis.

2.4.5. **Performance:** Contractor shall perform all Services on the School Premises in an efficient, timely and skillful manner and without damage to curbs, light poles, buildings, loading docks, fences, parking, driveway, adjacent grass areas and sidewalk surfaces (the “Improvements and Installations”). Contractor shall maintain the equipment in good condition to promptly and properly commence and complete all Services required by this RFP. In the event the Contractor determines that he/she is unable to timely perform due to severe weather conditions and/or equipment problems, the Contractor shall notify the Maintenance Supervisor immediately and inform the School District in detail of its inability to perform and further, shall:

- (a) immediately, upon the cessation for the severe weather condition and/or repair/replacement of the problematic equipment, perform the Services; or
- (b) immediately engage sub-contractors upon written consent from the School District, to be bound by the terms of this RFP; or
- (c) indemnify and make whole the School District for any expenses and/or costs incurred by having to secure the services of another snow plow contractor to perform the Services.

2.4.6. **Contractor’s Log:** Contractor shall maintain an accurate daily log of per pushes for the Services provided. The School District shall only be charged for Services performed. All of the Contractor’s records pertaining to Services performed shall be available for the School District’s inspection at any time during normal business hours.

2.4.7. **Damages:** Any damage to Improvements and Installations caused by the Contractor or its operators shall be the responsibility of the Contractor. The School District shall retain ten percent (10%) of each monthly bill in order to provide funds to pay for past, present and future damages to the Improvements and Installations until all damages have been repaired by the contractor or owner. The retainage for such damages occurring during the snow season shall be reconciled on or before May 1 annually. The School District shall keep the retainage equal to the total amount of damage to the Improvements and Installations, and the excess amount, if any, shall be promptly paid to the Contractor. No interest shall accrue or be paid on the retainage.
2.4.8. **Invoicing and Payment:** The Contractor shall submit invoices to the School District on a monthly basis to the Maintenance Supervisor, 46740 W. Pontiac Trail, Walled Lake, Michigan 48390. The School District shall pay the Contractor’s invoices within thirty (30) days after receipt providing all Services were performed to its reasonable satisfaction.

2.4.9. **Assignment:** Contractor shall not assign the Contract, in whole or in part, without the School District’s prior written consent.

2.4.10. **Communication:** Contractor shall provide the School District with two (2) or more telephone numbers that the Contractor can be reached at all times.

### III. CONTRACTUAL OBLIGATIONS

#### 3.1. **FORM OF CONTRACT**

3.1.1. **Form of Contract:** This is a Request for Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor’s opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1. **Familial Disclosure Affidavit:** All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District’s Board of Education or the School District’s Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement.
The Familial Disclosure Affidavit is attached to this RFP as ATTACHMENT B.

3.1.1.2. **Iran Economic Sanctions Act:** In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as ATTACHMENT C.

3.1.1.3. **Governing Law:** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

3.1.1.4. **General Indemnification:** Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or in connection with Contractor’s performance of the Contract and/or from Contractor’s violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Walled Lake Consolidated School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.5. **Compliance with Laws:** Contractor shall comply with any and all applicable federal, state and local laws, rules, ordinances, policies and
regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants and agents shall be responsible for knowing the School District’s policies concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend and hold School District harmless from any liability from its failure to so comply.

3.1.1.6. **Right to Terminate on Breach:** Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment or products to the School District at a location to be designated by the School District.
3.1.1.7. **Pricing:** Prices quoted are to be F.O.B. to Walled Lake Consolidated Schools. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.8. **Taxes:** the Walled Lake Consolidated School District is exempt from taxes. However, when state and local taxes are required on construction materials installed by the Contractor, such taxes must be included in the Contractor’s Proposal price.

3.1.1.9. **Proposal Withdrawal:** Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

IV. **PROPOSAL**

4.1. **PROPOSAL FORMS**

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. **PROPOSAL CHECKLIST**

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

4.2.1. Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.

4.2.2. List of Contractor’s References with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of Work/services provided.

4.2.3. Contractor’s Verification of addenda to the RFP, if any.

4.2.4. Evidence of the Contractor’s ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.

4.2.5. A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B**.

4.2.6. A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C**.
CONTRACTOR INFORMATION:

CONTRACTOR’S NAME: ________________________________________________________

CONTACT PERSON: _________________________________________________________

ADDRESS: ________________________________________________________________

CITY/STATE: ______________________________________________________________

TELEPHONE NUMBER: ______________________________________________________

E-MAIL ADDRESS: _________________________________________________________

A. CONTRACTOR PRICING

<table>
<thead>
<tr>
<th>Group</th>
<th>District Facilities</th>
<th>Snow Plowing under 6 inches</th>
<th>Snow Plowing over 6 inches</th>
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</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>Maintenance/Transportation</td>
<td></td>
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<tr>
<td></td>
<td>Geisler Middle School</td>
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<tr>
<td>Group 2</td>
<td>Western High School</td>
<td></td>
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<td></td>
<td>Sarah Banks Middle School</td>
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<tr>
<td>Group 3</td>
<td>Northern High School</td>
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<td></td>
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<tr>
<td></td>
<td>Smart Middle School</td>
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<tr>
<td>Group 4</td>
<td>Central High School</td>
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<tr>
<td></td>
<td>Walnut Creek Middle School</td>
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<tr>
<td>Group 5</td>
<td>Glengary Elementary</td>
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<td></td>
<td>Outdoor Education Center</td>
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<td></td>
<td>Commerce Elementary</td>
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<td></td>
<td>Dublin Elementary</td>
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<td>Group 6</td>
<td>Loon Lake Elementary</td>
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<td></td>
<td>Twin Sun Facility</td>
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<td></td>
<td>Wixom Elementary</td>
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<td></td>
<td>Hickory Woods Elementary</td>
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<td></td>
<td>Meadowbrook Elementary</td>
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<tr>
<td>Group 7</td>
<td>Oakley Park Elementary</td>
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<td></td>
<td>Guest Elementary</td>
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<td></td>
<td>Walled Lake Elementary</td>
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<tr>
<td>Group 8</td>
<td>Keith Elementary</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Pleasant Lake Elementary</td>
<td></td>
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</tr>
</tbody>
</table>
B. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Contractor acknowledges receipt of the following addenda:

Addendum Number ____________________ dated_________________________
Addendum Number ____________________ dated_________________________
Addendum Number ____________________ dated_________________________

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Contractors in the School District’s sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Work in strict accordance with this Request for Proposal, the Contract and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

My signature certifies the Contractor is not suspended or debarred from federal procurement.

I hereby certify that I am authorized to sign as a Representative for the firm.
CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.

Name of Contractor: ______________________________________

____________________________________
(Signature/Principal)

____________________________________
(Name Printed)

Date: ________________________________
ATTACHMENT B

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of ________________ (the “Contractor”), pursuant to the familial disclosure requirement provided in the Walled Lake Consolidated School District’s (the “School District”) Request for Proposals for Snow Plowing and Removal Services, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District’s Board of Education Members and its Superintendent may be found at http://www.wlcsd.org.

List any Familial Relationships:

CONTRACTOR:

____________________________

By: _________________________

Its: _________________________

STATE OF ________________

) ss.

COUNTY OF ____________

This instrument was acknowledged before me on the _____ day of ____________, 20__, by ________________________.

____________________________, Notary Public

_______________ County, _________________

My Commission Expires: _____________________

Acting in the County of: _____________________
ATTACHMENT C

IRAN ECONOMIC SANCTIONS ACT AFFIDAVIT OF COMPLIANCE
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (“Contractor”), pursuant to the compliance certification requirement provided in the Walled Lake Consolidated School District’s (the “School District”) Request or Proposals for Snow Plowing and Removal Services (the “RFP”), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an “Iran linked business” at any time during the course of performing any Work under the Contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

CONTRACTOR:

______________________________
Name of Contractor

By: ________________________________
Its: ________________________________
Date: ________________________________

STATE OF ____________) )
) ss.
COUNTY OF ____________) )

This instrument was acknowledged before me on the _____ day of ____________, 20__, by
______________________________.

__________________________________
, Notary Public

________________________ County, _______________________
My Commission Expires: _______________________
Acting in the County of _______________________

ATTACHMENT D

CONTRACT
CONTRACT

This Contract (“Contract”) is made on _______________, 20__ (“Effective Date”), between WALLED LAKE CONSOLIDATED SCHOOL DISTRICT, a Michigan public school district (“School District”), whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390 and ____________________, a __________________________ (“Contractor”), whose address is __________________________________. The School District and Contractor may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The School District issued a Request For Proposal For Snow Plowing and Removal Services dated ________________, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the “RFP”), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials and labor required to ________________________ identified in the RFP in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the “Work”).

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated ________________, to perform the Work contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor’s Proposal to the RFP. The Contractor’s Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference and marked as Exhibit A (collectively referred to as the “Proposal”).

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District’s written acceptance of its Proposal.

E. The Parties agree that certain terms, conditions and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

   (a) Incorporation By Reference. The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.
(b) Order of Precedence. The Contract Documents, which are all incorporated herein by reference, include the following:

1. This Contract, including all Attachments hereto;
2. The RFP, including the Specifications attached thereto; and
3. Contractor’s Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor’s Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. TERM AND TERMINATION

(a) This Agreement shall commence November 1, 2018 and shall continue through April 30, 2021 and shall be in compliance with the Project Schedule attached hereto as Exhibit B.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.

(c) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

3. INSURANCE

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

(a) Worker’s Compensation Insurance with statutory limits and Employer’s Liability Insurance with a minimum limit of $1,000,000 each occurrence.
(b) Comprehensive General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence and $3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.

(c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.

(d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each occurrence of bodily injury and property damage.

(e) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.

(f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

(g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:
1. A Best’s rating for each of your insurance carrier at A-VII or better,
2. “Walled Lake Consolidated School District” is endorsed as an additional insured on the General Liability policies.

4. CONTRACTOR’S COMPENSATION

Based upon the School District’s RFP and the Contractor’s Proposal, the School District shall pay the Contractor for its Work as follows:

______________________________________________________________

______________________________________________________________

5. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as UPS or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four
(4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

______________________________________________________________

______________________________________________________________

______________________________________________________________

Attention:

______________________________________________________________

Copy To:

______________________________________________________________

______________________________________________________________

______________________________________________________________

If to the School District: Walled Lake Consolidated School District  
Attn: Manager, Finance and Purchasing  
850 Ladd Road, Building D  
Walled Lake, Michigan 48390

(b) Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) Independent Contractor; No Joint Venture. It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.
(e) **Modifications.** No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) **Captions.** The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) **Governing Law.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

(h) **Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

(i) **Entire Agreement.** This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supercedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

**CONTRACTOR:**

By: ______________________________
Its: ______________________________
Date: ___________________________

**SCHOOL DISTRICT:**

By: ______________________________
Its: ______________________________
Date: ______________________________
EXHIBIT A

WRITTEN CLARIFICATIONS
EXHIBIT B

PROJECT SCHEDULE