

REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES

GOODRICH AREA SCHOOLS
Attn: Wayne Wright
8029 Gale Road Goodrich, Michigan 48438
Telephone: (810) 591-2250

I. OVERVIEW

1.1. PURPOSE

The Goodrich Area Schools (the "School District") currently provides a high level of snow removal services for its facilities to ensure that staff, students and community users of the School District's facilities have a safe, functional and legally compliant environment that makes a positive contribution to the educational processes, business processes and community uses conducted within those facilities. The purpose of this Request for Proposals for Snow Removal Services (the "RFP") is to establish a contractual relationship with an experienced and qualified entity to provide the Snow Removal Services for the School District at all School District facilities specified herein in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. The School District may select one or more qualified entity(ies) to proceed with the negotiation process from those submitting proposals. The process will include the review and evaluation of methods and procedures used to provide the effective Snow Removal Services for the School District within the scope of this RFP. Experience will also be judged through the references of each entity. Staffing and experience with other public school district snow removal processes shall be included in the entity's qualifications. A major portion of the negotiations will include the financial terms of the Contract. Each proposal must detail the contractor's experience and expertise in order to allow the School District to properly and promptly evaluate each proposal, and the failure to do so may cause the School District to reject said proposal. The School District will select the proposal, if any, that it deems most qualified to serve the best interests of the School District, in its sole and absolute discretion. The School District, in its sole and absolute discretion, reserves the right to request post-proposal interviews from all, some or none of the entities submitting proposals.

1.2. SCHOOL DISTRICT PROFILE

The School District is located in Genesee County, Michigan. This RFP seeks proposals to provide Snow Removal Services for the drives, parking lots, sidewalks and adjacent walkways of all School District Facilities. These include Goodrich High School, Goodrich Middle School, Oaktree Elementary School, Reid Elementary School and the Goodrich Bus Garage (each a "Facility" and collectively the "Facilities"). These Facilities contain driveways, parking lots and adjacent walkways/sidewalks which must be cleared of snow, and have appropriate salt/ice melt applied, regularly during the Winter months. **Please refer to the accompanying information and attachments for requisite operational information relative to the School District's Snow Removal Services.**

1.3. SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective Snow Removal Services entity is referred to as the Contractor."

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

Issuance of this RFP	November 24, 2020
Deadline for written Requests for Clarifications	1 PM, December 2, 2020
DUE DATE FOR PROPOSALS	2 PM, December 4, 2020
Contractor interviews	December 7, 2020
School District's Consideration of the Contract	December 9, 2020
Implementation of Contract	December 14, 2020

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

1.4. **PROPOSAL SUBMISSION DEADLINE AND REOOTREMENTS**

The Due Date for receipt of Proposals is:

DECEMBER 4, 2020 at 2 p.m. Eastern. (the "Due Date")

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

SEALED PROPASAL ENCLOSED

SNOW REMOVAL SERVICES

[Contractors name]

[Contractor's address]

[Contractors telephone number]

The envelope must also be addressed and delivered as follows:

GOODRICH AREA SCHOOLS

Attention: Wayne Wright

8029 Gale Road

Goodrich, Michigan 48438

- 1.4.2. **Late Proposal:** 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.
- 1.4.3 **Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at their sole cost and expense for a period of two (2) weeks.
- 1.4.4 **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 EMAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 1.4.5 **Copies of Proposal:** The Contractor shall also submit with the signed original Proposal, three (3) complete copies of the signed original Proposal.
- 1.4.6 **Opening of Proposals:** At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud. Any interested parties may attend. No immediate decision will be rendered.
- 1.4.7 **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.

- 1.4.8 Additional Requests For Clarification:** Prospective Contractors may request that the School District clarify information contained in this RFP. All such Requests for Clarification must be made in writing via email. All Requests for Clarification must be directed to Craig Hart at chart@goodrichschools.org (Subject Line: Snow Removal RFP Request for Clarification). The School District will attempt to provide a written response to all written Requests for Clarification within two (2) business days after the receipt of such request. The School District will not respond to any Request for Clarification received after **1 p.m. on December 1, 2020**. The response to any Request for Clarification will be provided to all parties who requested a copy of the RFP from the School District. No response will be made to any oral questions. All questions and answers will be provided to each Contractor who requested a copy of the RFP from the School District. It is each Contractor's responsibility to check with School District 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.
- 1.4.9 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 a Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for additional Requests For Clarification in accordance with Paragraph 1.4.8 above, or as otherwise required by applicable law.
- 1.4.10 Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed in the form of an addendum to all parties that requested a copy of the RFP from the School District. All addenda will be issued to those Contractors who received the RFP or 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.
- 1.4.11 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.
- 1.4.12 Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 1.4.13 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 negotiate with the Contractors concerning their Proposals. Although the School District may elect to consolidate the contemplated Snow Removal Services with one Contractor, the School District reserves the right to select one or

more Contractors to perform the Snow Removal Services 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.

- 1.4.14 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.
- 1.4.15 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.
- 1.4.16 Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of sixty (60) calendar days following the Due Date for receipt of Proposals set forth above.
- 1.4.17 Collusive Bidding:** The Contractor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

1.5. 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 Section 1.4,4.2, 5.1 and 5.2 of this RFP for additional Proposal requirements. Proposals must: (i) demonstrate an understanding of the scope of services requested under this RFP; (ii) demonstrate the ability to accomplish the Snow Removal Services (as defined below) set forth in this RFP and the Contract (as described below and in Section III of this RFP); and (iii) include all necessary information to enable the School District to thoroughly evaluate each Contractor's overall experience, expertise, qualifications and ability to deliver the Snow Removal Services in accordance with the requirements and obligations of this RFP and the Contract. Each Proposal shall also include any other information or explanations that the Contractor feels is/are significant with respect to the School District making an informed decision relative to its Proposal.

Attached to this RFP is a form of contract under which the Snow Removal Services (also referred to herein as the "Services") requested under this RFP shall be provided by the successful Contractor (the "Contract") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Services requested by the School District, the terms and conditions under which the Services 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 a 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 manner required on the Proposal Forms provided as part of this RFP.

Each Contractor shall submit its Proposal for a one (1) year term, with the possibility of up to one (1) annual extension as set forth in this RFP and the Contract. Additionally, each Proposal must include, at a minimum, the following:

- 1.5.1 A cover letter with background information regarding the Contractor, which will serve as an introduction of the Contractor, on business letterhead.
- 1.5.2 Background and qualifications of the personnel who will be involved in carrying out the Services required under this RFP and the Contract. Describe the chain of command and reporting relationships. Include a proposed organization chart to demonstrate how the Contractor personnel will carry out the required Services.
- 1.5.3 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.
- 1.5.4 References -Each Proposal must include detailed evidence that the Contractor is currently providing snow removal services for other K-12 public school districts or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of services provided. This should include school districts of similar size and scope as the School District.
- 1.5.5 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. The Contractor shall also include its workers' compensation modification factor on a document from the Contractor's workers' compensation insurance carrier.
- 1.5.6 Documentation of sufficient financial and equipment resources and capacity to provide the Services and carry out the Contractor's requirements and obligations under this RFP and the Contract.
- 1.5.7 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, including, but not limited to, the Michigan Revised School Code (MCL 380.1 *et seq.*), and any rules and regulations promulgated thereunder.

- 1.5.8 Describe any other resources to be provided by the Contractor, not listed above, which would demonstrate or enhance the Contractor's ability to carry out the Services required under this RFP and the Contract.
- 1.5.9 A signed letter setting forth the Contractor's agreement to be bound by the terms and conditions of this RFP and the Contract.
- 1.5.10 A completed Familial Disclosure Affidavit provided as **ATTACHMENT D**.
- 1.5.11 A completed Iran Linked Business Affidavit provided as **ATTACHMENT E**.
- 1.5.12 A completed Proposal Pricing Form as provided as part of this RFP.
- 1.5.13 A list of all equipment the Contractor has available to provide the Snow Removal Services.

1.6. **PROPOSAL EVALUATION**

The Contractor must document their expertise, experience, and approach based on their understanding of the School District's requirements. Each Proposal must be complete, clear and concise. The School District will utilize various factors to evaluate Proposals, such as, but not limited to: Contractor's business stability; Contractor's experience; Contractor's references; and Proposal pricing.

1.7. **ORAL INTERVIEWS**

The School District may require selected Contractors to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Contractor's Proposal. In that case, the School District will notify the Contractor's contact name as listed in its Proposal. In accordance with the RFP selection timeline, it is anticipated that if interviews are deemed necessary by the School District, they will be scheduled during the morning of **November 23, 2020**.

1.8. **SCOPE OF SERVICES**

Each Contractor should understand that it is the intent of this RFP that the Snow Removal Services shall be performed as needed under the terms and conditions of the Contract, or as when otherwise requested by the School District at all Facilities listed in this RFP and the Contract. It is the Contractor's responsibility to ensure that the designed areas subject the Snow Removal Services are cleared, and have necessary salt/ice melt applied, prior to the designated times in the RFP and Contract, or during the day if inclement weather requires additional Snow Removal Services throughout the day.

1.8.1 Generally, "Snow Removal Services" means all labor necessary to perform snow removal services and salt/ice melt to apply to the designed areas, including, but not limited to, the following:

- 1.8.1.1** The removal of all snow from the specified driveways, parking lots and adjacent sidewalks and walkways at the Facilities as shown on **ATTACHMENT A** in accordance with the terms and conditions of this RFP and the Contract when the snow accumulation exceeds two inches (2") at any Facility.
- 1.8.1.2** The application of appropriate salt/ice melt to the specified driveways, parking lots and adjacent sidewalks and walkways at the Facilities as shown an **ATTACHMENT A** in accordance with the terms and conditions of the RFP and the Contract in conjunction with snow removal, or when snow accumulation does not exceed two inches (2") at any Facility.

1.8.1.3 Perform all aspects of the Snow Removal Services utilizing licensed personnel as required by law.

1.8.1.4 The selection, evaluation, training, compensation, and retention of employees, including all labor, supervision, record keeping and management, necessary to perform the Snow Removal Services in accordance with this RFP and the Contract.

1.8.1.5 Effective communication with the School District including, but not limited to, the School District Liaison, School District administration and building administrators.

1.8.1.6 Those duties and tasks set forth in the Attachments to this RFP which are incorporated herein by reference, as well as those set forth in the Contract (as described in Section III of this RFP).

In addition to these general specifications, the scope of the Snow Removal Services and other obligations of the Contractor are set forth in the remainder of this RFP, the Attachments to this RFP which are incorporated herein by reference, and the Contract (as described in Section III of this RFP). These specifications should, therefore, be referred to as a minimum guide for, rather than a limitation to, the Contractor to service the Facilities.

1.9. INDEPENDENT CONTRACTUAL RELATIONSHIP

It must be understood that this RFP provides for the selection of a professional entity(ies) to provide the Services for the School District on an independent contractor basis. However, as noted in the Contract, the School District may maintain a liaison to facilitate administration of the Contract and communication between the Contractor and the School District.

II. SCHOOL DISTRICT OPERATIONAL INFORMATION

This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract (as described in Section 3.1 below) nor a careful review of the Contract by the Contractor. The following information and attachments to this RFP are a summary of the expected scope of snow removal services and are provided so that the Contractor can sufficiently and effectively evaluate the School District in submitting its Proposal.

2.1. SCHOOL DISTRICT FACILITIES INFORMATION

The School District is only requesting Proposals for Services for the five (5) Facilities listed in this RFP. Included in **ATTACHMENT A** is the following information about these School District Facilities:

- a. List of Facilities and their address/location.

2.2. REQUIRED DUTIES OF CONTRACTOR

The Contractor must perform the Services in accordance with the terms and conditions of this RFP and the Contract. In addition to the specifications set forth in this RFP and in the form of Contract, below includes the specific parameters for the tasks and duties expected to be performed by the Contractor as part of the Services:

- a. The Contractor shall provide snow removal from, and application of salt/ice melt to, all pavement, parking lots, driveways and sidewalks at all Facilities **when snow accumulation exceeds two inches (2") at any Facility.**
- b. The Contractor shall provide only application of salt/ice melt to all pavement, parking lots, driveways and sidewalks at all Facilities **when snow accumulation is less than two inches (2") at any Facility.**
- c. The Contractor must plow all designated areas, clear all snow and apply necessary salt/ice melt prior to the times set forth below. This will provide the School District with the necessary time to prepare for the opening of schools.
 - (i) Goodrich High School - By 5:30 a.m.
 - (ii) Goodrich Bus Garage - By 5:30 a.m.
 - (iii) Goodrich Middle School - By 6:00 a.m.
 - (iv) Oaktree Elementary School - By 7:00 a.m.
 - (v) Reid Elementary School - Plowed by 6:00 a.m.
- d. The Contractor shall perform the Services throughout the day if inclement weather continues.
- e. The Snow Removal Services do include any necessary salt/ice melt application.

2.3. EQUIPMENT AND SALT/ICE MELT

- 2.3.1. Equipment:** It is the intent of this RFP that the Contractor provide all equipment necessary to perform the Services. Said equipment and/or tools shall remain the property of the Contractor and Contractor shall maintain and repair said equipment at its sole cost and expense.
- 2.3.2. Salt/Ice Melt:** The School District is seeking Proposals that include pricing based upon the Contractor or the School District being responsible for the procurement of all necessary salt/ice melt to perform the Services. If the School District elects to have the Contractor procure all salt/ice melt, then the Contractor will be responsible for the cost and expenses necessary to procure all necessary salt/ice melt to perform the Services in accordance with the terms and conditions of this RFP and the Contract. If the School District elects to procure the salt/ice melt, then the Contractor shall utilize such School District supplied salt/ice melt and apply at the Facilities to perform the Services and shall only spread the salt/ice melt at the application rates approved by the School District. The Contractor shall return any unused salt on a daily basis and shall not utilize any School District supplied salt/ice melt for any other purpose other than to perform the Services for the School District Facilities.

2.4. INDEPENDENT CONTRACTOR

It must be understood that this RFP provides for the selection of a professional contractor to provide snow removal services as an independent contractor.

2.5. SCHOOL DISTRICT BOARD OF EDUCATION POLICIES

The School District's Board of Education has adopted various policies and procedures applicable to the usage of the School District's Facilities. The Contractor will be required to abide by and comply with all applicable School District Board of Education policies and procedures.

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 B**. The Contract contains many details relative to the Services required under this RFP, as well as the terms and conditions under which the Services 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 final Contract shall be subject to the review and approval by the School District's legal counsel. 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 Services. This information is provided to assist the Contractor in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract nor a careful review of the Contract by the Contractor.

(NOTE: To the extent Capitalized terms are used throughout this RFP, those terms shall have the same meaning as defined in the Contract.)

3.1.2 Contract Characteristics: This RFP contemplates a "seasonal" contract to perform the Snow Removal Services during the winter months. This RFP contemplates the Contract commencing on December 1, 2020 and termination of April 30, 2021 (the "Initial Term"). The School District shall have the option, in its sole discretion, to extend the Contract by up to one (1) additional term (being November 1, 2021 through April 30, 2022) (the "Renewal Term") by providing written notice to the Contractor.

IV. PRICING QUOTES

4.1. COST INDEXING

The Contractor's fee for all Services described in this RFP **MUST** be fixed for the Initial Term of the Contract.

4.2. PRICING

4.2.1. Snow Removal Services Pricing: The School District is seeking Proposals that include the costs and pricing quotes for the Snow Removal Services. **The School District is seeking pricing on an all inclusive "annual/seasonal price" for all Facilities required under the Contract,** which would be paid in three (3) equal installments over the Initial Term (or Renewal Term, if any) of the Contract. This price shall include the price for all snow removal and salt/ice melt application for all designated areas at all Facilities. **The School District is also seeking pricing on a per site, per push basis.** This pricing shall be fixed for the Initial Term. This pricing shall include all costs and expenses for all labor, profit, overhead, supplies (except the price of salt/ice melt), materials and equipment (including fuel) necessary for Contractor to perform these Snow Removal Services. The Contractor shall also provide the total number of Full Time Equivalent ("FTE") personnel the Contractor will use to perform the Snow Removal Services.

4.2.2. Salt/Ice Melt Pricing: The School District is seeking the price the Contractor would charge the School District, on an annual basis, if the School District were to elect to have the Contractor procure all necessary salt/ice melt necessary to perform the Services. The cost for the salt/ice melt, would be in addition to the pricing requested under Section 4.2.1 above, and only be charged if the School District elected to have the Contractor procure all necessary salt/ice melt.

4.2.3. Cost Increase for Renewal Term: The School District has the option, in its sole and absolute discretion, to extend the Contract on an annual basis for up to one (1) additional term (the "Renewal Term"). The Contractor shall provide as part of its Proposal the percentage increase, if any, the Contractor's Initial Term pricing will increase if the School District elects to exercise its option for the Renewal Term. Notwithstanding the foregoing, compensation for any Renewal Term of the Contract shall not exceed three percent (3%) in any Renewal Term or extension of said Contract.

V. PROPOSAL

5.1. PROPOSAL FORMS

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

5.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 1.5 above, please attach copies of the following documents to your Proposal:

5.2.1. Letter of Introduction of Contractor and Contractor's Background and Qualifications.

5.2.2. A 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.

5.2.3. List of Contractor's References.

5.2.4. Contractor's Insurance Certificate(s).

5.2.5. Familial Disclosure Affidavit.

5.2.6. Iran Linked Business Affidavit.

5.2.7. A list of all equipment the Contractor has available to provide the Snow Removal Services.

GOODRICH AREA SCHOOLS
REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES
INDEX OF ATTACHMENTS

The following attachments set forth the School District's background and operational information and are provided to assist Contractors in understanding the School District's current operations, as well as provide examples of the procedures the School District has in place to assist Contractors in formulating their Proposal in response to the above-referenced RFP.

Attachment A -School District Facilities Information

Attachment B -Form of Contract

Attachment C -Proposal Pricing Form

Attachment D -Familial Disclosure Affidavit

Attachment E -Iran Linked Business Affidavit

GOODRICH AREA SCHOOLS

REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES

ATTACHMENT A

List of School District Facilities

Facilities subject to the Services:

1. Goodrich Area Schools Bus Garage (10337 Erie Street, Goodrich MI 48438)
2. Goodrich High School (8029 S. Gale Road, Goodrich MI 48438)
3. Goodrich Middle School (7480 S. Gale Road, Goodrich MI 48438)
4. Oaktree Elementary School (7500 S. Gale Road, Goodrich MI 48438)
5. Reid Elementary School (7501 Seneca Street, Goodrich, MI 48438)

Times When Services Must be Completed:

- a. Goodrich Area Schools Bus Garage -Plowed and salted by 5:30 a.m.
- b. Goodrich High School-Plowed and salted by 5:30 a.m.
- c. Goodrich Middle School-Plowed and salted by 6:00 a.m.
- d. Oaktree Elementary School-Plowed and salted by 7:00 a.m.
- e. Reid Elementary School-Plowed and salted by 6:00 a.m.

GOODRICH AREA SCHOOLS

REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES

ATTACHMENT B

SNOW REMOVAL SERVICES CONTRACT

This **SNOW REMOVAL SERVICES CONTRACT** (the "Contract") is entered into as of this 1st day of December, 2020 (the "Effective Date") by and between the **GOODRICH AREA SCHOOLS**, a Michigan general powers school district, whose address is 8029 S. Gale Road, Goodrich, Michigan 48438 (the "School District") and _____, a _____, whose address is _____ (the "Contractor"). 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 Proposals for Snow Removal Services dated November 6, 2020 (the "RFP"), the purpose of which was to solicit proposals from qualified entities with the ability to provide snow removal and salting/ice melt application services for the School District's Facilities.
- B. In response to the RFP, the Contractor submitted to the school district a Proposal dated _____, 2020 (the "Proposal") to provide all services contemplated by the RFP.
- C. 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.
- D. 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:

I. REINSTATEMENT 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, all Addenda to 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; 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.

II. CONTRACT DURATION AND TERMINATION

- A. Initial Term.** The term of this Contract shall be for a period of five (5) months, commencing December 1, 2020 and ending April 30, 2021 (the "Initial Term").
- B. Renewal Term.** The School District shall have the option to extend this Contract by up to one (1) additional term, subject to the written approval of the School District, in its sole and absolute discretion, which shall commence on November 1, 2021 and terminate on April 30, 2022 (the "Renewal Term"). Notwithstanding the School District's option to renew this Contract as set forth above, nothing in this Contract requires the School District to exercise its option for the Renewal Term and Contractor has no expectation of a contract the Renewal Term if it is exercised.
- C. Termination for Cause.** In the event the Contractor fails at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this Contract and other Contract Documents, whether it be performed by the Contractor, its agents or employees, the School District shall have the right provide notice to the Contractor of such failure. If such failure is not cured to the School District's satisfaction within the same business day of such notice, the School District shall have right to terminate this Contract immediately without the requirement of a further written notice. Furthermore, in addition to the rights of School District under Section IILB., if the Contractor fails to complete daily initial snow removal or daily additional snow removal prior to the required times set forth in this Contract, or the School District must request that the Contractor cure breaches of this Contract more than two (2) times, such circumstances shall be grounds for termination of this Contract for cause without the requirement of the School District to give any additional notice to the Contractor nor afford the Contractor any right to cure, even if each breach(es) on its own would not be material. Notwithstanding the foregoing, if any actions or inactions of the Contractor, its agents or employees, poses a serious of imminent i) threat to the health and safety of any person, or ii) loss to any real or tangible property of the School District, the School District may terminate this Contract immediately if such default is not cured by Contractor within twenty-four (24) hours of Contractor's receipt of notice of such default. Furthermore, if Contractor becomes insolvent, or seeks protection of any bankruptcy court, the School District may immediately terminate this Contract.
- D. Termination for Convenience.** Notwithstanding Section II.C. above, the School District, on at ten (10) days advanced written notice to the Contractor, may terminate this Contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for Services actually performed under the Contract prior to the effective date of the termination.
- E. Effect of Termination.** 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 Services not actually performed. Additionally, upon termination of this Contract, the Contractor shall promptly reimburse the School District the pro-rata amount of any pre-paid Contract Price which relates to Services not rendered. Such pro-rata amount shall be equated by converting such Contract Price payment into a "daily fee" and such daily fee shall be reimbursed for all days Services were not rendered.

III. SCOPE OF SERVICES

The Contractor shall perform the Snow Removal Services (also referred to herein as the “Services”) for those School District facilities set forth in **ATTACHMENT A** (each a “Facility” and collectively “Facilities”). The Services provided by Contractor for the Facilities shall include the full scope and manner of Services as set forth in the RFP and this Contract, including the responsibility of the Contractor to provide all labor, equipment (including fuel) and salt/ice melt necessary to perform the Services at the Facilities.

- A. Scope of Snow Removal Services.** The Contractor shall manage and provide the Snow Removal Services as described in the RFP and this Contract for the Facilities listed in **ATTACHMENT A**. The Snow Removal Services are to be performed at any time when snow accumulation exceeds two inches (2”), and shall include the manner, scope of Services set forth in **ATTACHMENT B** of this Contract. The Contractor shall continue to perform the Services throughout the day if inclement weather continues. The Services of the Contractor shall be available seven (7) days a week, including holidays and days the School District is not in session. Contractor’s pricing for the Services shall be firm for entire Initial Term, and Contractor shall not be entitled to any weekend or holiday surcharges.
- B. Standard of Services.** Contractor shall perform all Services in a professional and workmanlike manner, utilizing trained and licensed (when legally required) personnel in accordance with the terms and conditions of this Contract. The Contractor shall re-perform any Services, at no additional cost or expense to the District, that do not meet the quality standards of the School District or terms and conditions of this Contract. The Contractor expressly acknowledges that the Contractor's failure to perform the Services and maintain the quality standards of the School District and this Contract, including Attachments hereto, shall be grounds for termination of part or all of this entire Contract by the School District. Additionally, if the Contractor fails to perform the Services prior to the times set forth in this Contract and such failure requires the School District to either secure a different contractor to perform the Services, or has to perform the Services using its own resources, to maintain School District operations at the Facility(ies), the Contractor shall be responsible to reimburse the School District for all costs and expenses (including labor, benefits, supplies and equipment) associated with such alternate contractor or School District resources, including a mileage surcharge of \$0.31/mile driven.

IV. CONTRACTOR PERSONNEL

A. Management Personnel. The Contractor shall provide all personnel necessary for the efficient management of the Services, and shall notify the School District of the Contractor's main point of contact under this Contract (the "Contractor Manager"). The Contractor Manager will act as the Contractor's main point of contact and representative for Contractor's day-to-day performance of the Services, and will interact directly with School District Liaison on a daily basis regarding the performance of the Services. The Contractor shall provide the School District Liaison with the Contractor-provided cellular telephone where Contractor Manager may be reached at all times. The Contractor Manager will be required to answer each call from the School District within thirty (30) minutes of the time the call is placed.

B. Service Personnel. It is the responsibility of the Contractor to provide sufficient personnel, including

substitute employees who are properly trained and licensed (when legally required) to ensure that the requirement and standards are met and that the Services are performed in accordance with the terms and conditions of this Contract.

C. Compensation of Contract Personnel. The Contractor shall be responsible for all salaries, benefits, payroll and other taxes, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, Social Security contributions, worker's compensation similar taxes and payments), attributable to each Contractor employee or agent.

D. Scheduling and Services. The Contractor shall perform the Services set Documents so that all Facilities are cleared of snow each day prior to the times listed in **Exhibit B**. The Services shall be reperformed if inclement weather continues or if otherwise requested by the School District Liaison.

V. PRICING AND PAYMENTS

A. Contract Price. The Contractor shall perform all Services for the fixed, all inclusive "annual/seasonal" price as set forth on the pricing form attached hereto and incorporated herein by reference as **Attachment C** (the "Contract Price"). The Contract Price includes all costs and expenses for the Services. The Contract Prices shall remain firm for the Initial Term and shall not be increased.

B. Invoicing. The Contractor shall invoice the School District as follows:

Contractor shall invoice the School District three (3) times during the Initial Term and Renewal Term, if any, in three (3) equal installments of 1/3 of the Contract Price for all Services rendered under the Contract at least two (2) weeks prior to the times set forth in **Attachment C**. Invoices shall be submitted to: Superintendent, Goodrich Area Schools, 8029 S. Gale Road, Goodrich, Michigan 48438.

C. Payments. Payment of undisputed amounts in each invoice shall be made within two (2) business days of the dates set forth in **ATTACHMENT C**. The School District will issue one (1) payment per installment. Disputes regarding amounts contained in any invoice will be communicated to the Contractor Manager by the School District Liaison, in writing, within ten (10) days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) days prior to payment due date. The School District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.

D. Rate Adjustment. If the School District desires to exercise its option for the Renewal Term, the School District will notify the Contractor in writing and upon receipt of such notification, the Contractor and School District shall meet to discuss any adjustment for the rates for the Renewal Term, if exercised by the School District, provided that any rate adjustment for the Renewal Term shall not exceed three percent (3%). Rates may not otherwise be modified unless upon mutual written agreement of the Parties.

VI. SUPPLIES AND EQUIPMENT

- A. The Contractor shall provide all supplies, materials and equipment necessary to perform the Services. Said equipment and/or tools shall remain the property of the Contractor and Contractor shall maintain and repair said equipment at its sole cost and expense.
- B. The School District will be responsible for procuring all necessary salt/ice melt for the Snow Removal Services at the Facilities. The Contractor shall be responsible to pick-up designated locations. The Contractor shall utilize such School District supplied salt/ice melt and apply at the Facilities to perform the only spread the salt/ice melt at the application rates approved by IIII!~(;no . ct. The Contractor shall return any unused salt on a daily bases and shall not utilize any School District supplied salt/ice melt for any other purpose to perform the Services for the School District Facilities.

[OR]

The Contractor will be responsible for procuring all necessary salt/ice melt to perform the Snow Removal Services at the Facilities. The cost of such salt/ice melt is included in the Contract Price.

VII. COMPLIANCE WITH LAWS AND SCHOOL DISTRICT POLICIES

A. Compliance with Laws. While performing the Services or while in or on the Facilities, the Contractor and its employees and agents shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all licensing and permitting requirements applicable to providing the Services required under this Contract, including, but not limited to, drivers' licenses etc. The Contractor, including all employees and agents, shall perform all Services in accordance with all applicable State and Local licensing laws. The Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal, state and local laws, rules, ordinances, policies and regulations and licensing and permitting requirements applicable to providing the Services. The Contractor shall indemnify, defend and hold the School District harmless from any liability arising from Contractor's failure to so comply.

B. Compliance with School District Policies. While performing the Services or while in or on the Facilities, the Contractor, its employees and agents shall be responsible for knowing and shall be subject to, and adhere to, all the rules, regulations, policies and procedures of the School District. These include, but are not limited to, all policies concerning the use of the Facilities and appropriate behavior of persons in the Facilities, such as the prohibitions of sexual harassment or the use or possession of tobacco or alcohol.

C. Fingerprinting and Criminal Background Checks. The Contractor acknowledges and agrees that in accordance with Michigan Public Act 84 of 2006, as amended, the Contractor shall be required to have all on-site snow removal personnel, as well as any and all of its agents, employees or representatives who will regularly and continuously be on any School District premises to carry out the Services contemplated by the Contract Documents, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract. These criminal background checks must be completed through the School District by having all personnel present themselves, or any of its agents, employees or representative, for proper fingerprinting and criminal background check as directed by the School District, or if permitted by law, having said Contractor personnel provide written notification to the School District that said individual has previously completed fingerprinting and a check as a Contractor employee or agent in or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background , the other Agency. If such transfer is not permissible under applicable law, the Contractor acknowledges and agrees that the Contractor personnel will be required to undergo the full fingerprinting and background

check process. If Contractor wishes to receive a copy of any report that may be provided to the Contractor under applicable law, it shall have the Contractor employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time fingerprinting and background checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, requiring all its personnel to report to the School District within three (3) business days of when any of its agents, employees or representatives who will regularly and continuously be on the School District's premises to carry out the Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counterclaims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys' fees and actual expert witness fees, arising out of or in connection with any violation of, or in connection with any violation of, or the Contractor's (or its employees' or agents') failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the school District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel." The Contractor acknowledges that all background checks must be completed through the School District and will not accept any background checks conducted through the Contractor.

D. OSHA Compliance. All Services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Federal and State Occupational Safety and Health Acts. If the School District or Contractor is fined for any such violations, the Contractor shall be liable for all costs and expenses associated with responding to, or paying, any such non-compliance issues or fines.

E. Nondiscrimination in Employment. The Contractor shall comply with all Federal and State Laws pertaining to Equal Employment Opportunity and Affirmative Action requirements and all subsequent amendments thereto and applicable orders.

VIII. INSURANCE, INDEMNIFICATION AND DAMAGE TO PROPERTY

A. Insurance Requirements. The Contractor shall maintain the following insurance at all times during the Initial Term, and the Renewal Term, if any, of the Contract with an "A" rated Best insurance carrier acceptable to the School District. The Contractor shall not commence any Services under the Contract until the Contractor has obtained all insurances stated in these requirements, all insurances have been reviewed and approved by the School District and the Certificates of Insurance have been provided to the School District. All policies must be endorsed to require the insurance carrier to notify the School District and the Contractor at least thirty (30) days prior to the expiration, termination or material change of such insurance coverage. The School District shall be named as additional insured for the minimum limits listed below and these coverages and limits are to be considered minimum requirements under this Contract and shall in no way limit the liability or obligations of the Contractor under any other provision of this Contract.

Policy Type

Minimum Limits

Workers' Compensation

Statutory

Commercial General Liability*

Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

Commercial Automobile Liability

Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

*Note: Commercial General Liability to include: "Contractual Obligations" coverage and Negligent Hiring coverage.

The Contractor shall not commence any services under this contract until it has secured the aforementioned insurance coverages and provided the School District with the appropriate certificates of insurance evidencing the same.

B. General Indemnification. Contractor shall indemnify, defend and hold harmless the School District, its Board of Directors, its Directors, in their official and individual capacities, its administrators, employees, agents, contractors, suits, debts, demands, actions, judgements, liens, costs, expenses, damages, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct, its officers, directors, employees, successors, assignees, subcontractors and agents; (ii) any breach of the terms of this the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors 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 providing the Services; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under this 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 the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

C. Environmental Indemnification. Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law or regulation. Without limiting any other provisions of the RFP, this Contract or the other Contract Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or the Services in, or about any School District property by

Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean any (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws including but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and to Know Act, (42 U.S.C. §§ 11001 et seq.) ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101) the administrative rules and regulations promulgated under such statutes, or any similar federal, state or local law or administrative rule of regulation of similar effect, each as amended and as in effect and a adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

D. Repairs to Property Damage. Damage to any School District Facilities or properties caused by the Contractor, it agents or employees shall be repaired so that Facilities or properties ae in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the School District.

IX. RECORD KEEPING AND SAFETY ISSUES

A. Injuries to Contractor Personnel. The Contractor shall be responsible and liable for the safety, injury and health of its personnel while its employees and agents are performing the Services for the School District.

B. Other Record Keeping. The Contractor shall immediately report, in writing, any damage that occurs as a result of one or more of the Contractor's employees or agents.

C. Training Requirements. All Contractor employees and agents performing any Services shall be properly trained in the duties and functions they are performing to ensure they are performed in accordance with the terms and conditions of this Contract and will applicable laws. The orientation/training on all School District protocol, policies and procedures.

D. Communication. Effective communication between the Contractor and the School District is necessary for effective delivery of the Services across all Facilities. Accordingly, it will be necessary for the Contractor Manager to maintain regular and open communication with the School District Liaison.

X. RELATIONSHIP OF THE PARTIES

A. Independent Contractor. It is expressly agreed between Contractor and the School District that Contractor will act as an independent contractor in the performance of all Services under the Contract and under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, Contractor shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of the Contractor's Services in accordance with the Contract, including by way of illustration but not limitation, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required and Contractor will indemnify, defend and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. The Contract shall not be construed as School District for either for the other 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. Nothing in this Contract shall be construed to interfere with or otherwise affect the rendering of Services by Contractor in accordance with its independent and professional judgment. The Contract shall be subject to Contractor's performance of the Services substantially in accordance with generally accepted practices and principals. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Contract on behalf of Contractor, its employees or agents.

XI. SCHOOL DISTRICT LIAISON AND NOTICES

- A. School District Liaison.** For purposes of this Contract, the School District Liaison shall be the Director of Operations; provided, however, the School District may at any time designate another individual to serve in this capacity upon written notice to the Contractor Manager.
- B. Notices.** Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the address set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

1 To the School District. All required notices to the School District shall be delivered to the Superintendent, Goodrich Area Schools, 8029 S Gale Road, Goodrich, MI 48438.

2 To the Contractor. All required notices to the Contractor shall be delivered to:

XII. MISCELLANEOUS

A. Governing Law. The Contract shall be governed 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 Genesee County, Michigan.

B. Taxes. Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract, including taxes applicable to any supplies, materials or equipment utilized by the Contractor to perform the Services.

C. No Assignment of Sub-Contracting. This Contract shall not be assigned, transferred, or subcontracted, in whole or in part, by the Contractor without the prior written consent of the School District.

D. No Waiver. No waiver of any term or condition of this Contract shall be valid or binding either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other Party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.

E. Severability. In the event any provision(s) of this Contract shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remaining provisions of this Contract and this Contract shall be construed and enforced as if said illegal or invalid provision(s) had never been inserted herein.

F. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

G. Entire Agreement. This instrument contains the entire Contract entered into between the Parties hereto, its terms may not be modified except in writing signed by the Contractor and the School District. This Contract supersedes and takes the place of all prior contracts, and/or understandings, whether written or oral between the School District and the Contractor.

H. Insolvency. In the event that Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then the School District, at its option, may immediately terminate this Contract.

I. Advertising. The Contractor shall not use this Contract a part of any commercial advertising without the prior written consent of the School District.

WHEREAS, the Parties have executed this Snow Removal Contract as of the Effective Date.

GOODRICH AREA SCHOOLS

[CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

List of School District Facilities

Facilities subject to the Services:

1. Goodrich Area Schools Bus Garage (10337 Erie Street, Goodrich MI 48438)
2. Goodrich High School (8029 S. Gale Road, Goodrich MI 48438)
3. Goodrich Middle School (7480 S. Gale Road, Goodrich MI 48438)
4. Oaktree Elementary School (7500 S. Gale Road, Goodrich MI 48438)
5. Reid Elementary School (7501 Seneca Street, Goodrich, MI 48438)

ATTACHMENT B

Snow Removal Services

The scope and frequency of Snow Removal Services expected of the Contractor are set forth in the RFP, as well as in this Attachment B. In addition to these expectations, the Contractor shall perform the following duties as part of the Snow Removal Services:

1. The Snow Removal Services are to be performed at any time when snow accumulation exceeds two inches (2"). The Contractor shall perform or re-perform the Services throughout the day if inclement weather continues, or if the School District otherwise requests.
2. The Contractor shall be responsible to perform the Snow Removal Services for all pavement, parking lots, driveways, sidewalks, walkways and entrances at each Facility.
3. The Contractor shall apply commercially appropriate amounts of salt/ice melt on all pavement, parking lots, driveways and sidewalks at each Facility as part of the Services. This shall be done in conjunction with snow removal when snow accumulation exceeds two inches (2"), or done separately if snow accumulation does not exceed two inches (2").
4. The Contractor must plow all designated areas and clear all snow and apply appropriate salt/ice melt by the times set forth below.
 - a. Goodrich Area Schools Bus Garage -Plowed and salted by 5:30 a.m.
 - b. Goodrich High School-Plowed and salted by 5:30 a.m.
 - c. Goodrich Middle School-Plowed and salted by 6:00 a.m.
 - d. Oaktree Elementary School-Plowed and salted by 7:00 a.m.
 - e. Reid Elementary School-Plowed and salted by 6:00 a.m.
5. The Snow Removal Services **do** include all necessary salt/ice melt application. All necessary salt/ice melt shall be procured and utilized in accordance with Section IV.B. of this Contract.
6. Snow Removal Services must be available 24 hours a day, 7 days a week throughout the Initial Term and Renewal Term, if any. The Contractor shall ensure that all designated areas shall be completely plowed and cleared of snow/ice by the time listed above.
7. When snow continues to fall after the snow has been initially plowed/removed, Contractor is required to clear the designated areas as needed to assure maximum safety for Facility users.
8. Snow/sleet must be removed from the ground surfaces (i.e., parking lots, driveways, sidewalks, walkways etc.) and placed in collection areas in a manner which does not create snow piles/mounds which may cause dangerous conditions at any Facility. The Contractor shall provide loaders, dump trucks etc. to remove any excess snow accumulation. The Contractor shall not push snow into unauthorized areas, and if done, the Contractor, at its sole cost and expense, shall be required to remove snow from unauthorized areas. If Contractor damages School District property (e.g., grass, parking blocks, signs, etc.) it shall be repaired at Contractor's sole cost and expense to a condition as good as prior to such damage.
9. Under no circumstances shall the Contractor dump or store snow from other locations on School District property.

ATTACHMENT C

Contract Prices

Annual/Seasonal All Inclusive Price for ALL Services

Term	Total Annual Contract Price
Initial Term 2020-21	\$ _____

The Total Annual Contract Price shall be paid in three (3) installments as set forth below:

<u>Installment Dates</u>	<u>Payment Amount</u>
Installment #1 December 15, 2020	\$ _____
Installment #2 January 15, 2021	\$ _____
Installment #3 February 28, 2021	\$ _____

Per push, per site pricing invoiced as services are performed:

<u>Site</u>	<u>Per Push Cost</u>
Goodrich High School	\$ _____
Goodrich Middle School/ Oatkree Elementary	\$ _____
Reid Elementary / Bus Garage	\$ _____

GOODRICH AREA SCHOOLS

REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES

ATTACHMENT C

PROPOSAL PRICING FORM

GOODRICH AREA SCHOOLS

REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES

<u>Contractor Information</u>	
<u>Contractor Name:</u>	
<u>Business Address:</u>	
<u>Contact Person:</u>	<u>Fax:</u>
<u>E-Mail:</u>	<u>Telephone:</u>

A. PROPOSED SNOW REMOVAL SERVICES PRICING

The Pricing is to reflect an award by the School District of **ALL** Snow Removal Services contemplated in the RFP, including personnel, supplies and equipment necessary to perform the Snow Removal Services for all applicable Facilities in accordance with the terms and conditions of the RFP and the Contract. This proposed pricing shall not include the price for salt/ice melt supplies, but shall include the price for all labor necessary to perform all salt/ice melt applications required under the Snow Removal Services. These are to be expressed as not-to-exceed amounts and all amounts are to include wages, benefits overhead, profit and equipment to perform the Snow Removal Services. **These are to be provided on an all-inclusive “annual/seasonal” pricing basis.**

<u>Pricing Parameter</u>	<u>Proposed Amount</u>
Initial Term	\$ _____
*Renewal Term	\$ _____

*If the School District elects to exercise its option for Renewal Term 1

PROPOSAL PRICING FORM

B. SALT/ICE MELT PRICING DETAIL

In addition to the "All Services" pricing set forth above, the School District is seeking salt/ice melt pricing for each individual Facility listed in the RFP, based upon a "per application" pricing basis, if the School District were to elect to have the Contractor provide all salt/ice melt necessary to perform the Snow Removal Services. Additionally, the School District is seeking a "not to exceed" cost for the Contractor to provide all necessary salt/ice melt.

<u>Facility</u>	<u>Proposed Amount</u>
Goodrich High School	\$ _____
Goodrich Middle School	\$ _____
Oaktree Elementary School	\$ _____
Reid Elementary School	\$ _____
Goodrich Bus Garage	\$ _____
Not to Exceed Salt/Ice Melt Annual Charge	\$ _____

C. ACKNOWLEDGEMENT OF ADDENDA TO THE RFP

The Contractor acknowledges the following addenda that were issued to the RFP:

<u>Addendum Number</u>	<u>Date</u>
1	_____
2	_____
3	_____

The undersigned Contractor acknowledges and agrees that the School District reserves, in its sole and absolute discretion, the right: (i) to accept or reject, in whole or in part, any and all Proposals received in response to this RFP; (ii) to waive informalities and irregularities in the RFP process; (iii) to award the Contract to other than the Contractor with the lowest financial Proposal; and (iv) to award the Contract to one (1) or more Contractors. If awarded the Services, the Contractor agrees to enter into the form of Contract with the School District, and to furnish the Services in strict accordance with, this RFP and the Contract. By submitting a Proposal, the Contractor certifies that its Proposal, as submitted, complies with all terms and conditions as set forth in this RFP, unless specifically enumerated as an exception as part of our Proposal.

Contractor Name: _____

Authorized Signature: _____

Date: _____

GOODRICH AREA SCHOOLS

REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES

ATTACHMENT D

Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of _____ (the "Contractor"), pursuant to the familial disclosure requirement provided in the Goodrich Area Schools' (the "School District") Request for Proposals for Snow 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.goodrichschools.org>.

List any Familial Relationships:

CONTRACTOR:

By: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2020,

By _____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

GOODRICH AREA SCHOOLS

REQUEST FOR PROPOSALS FOR SNOW REMOVAL SERVICES

ATTACHMENT E

AFFIDAVIT OF COMPLIANCE -IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Goodrich Area Schools' (the "School District") Request For Proposals Snow 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 services 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: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2020,

By _____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____