

NORTHVIEW PUBLIC SCHOOLS
MAINTENANCE DEPARTMENT
4365 Hunsberger Avenue NE
Grand Rapids, MI 49525

SOLICITATION OF BIDS - SNOW REMOVAL

Northview Public School District is soliciting firm sealed bids for a three-year contract, with optional fourth and fifth year to contract for "Snow Removal" at nine (9) locations.

Bid specifications are available at the Northview Administration Building, 4365 Hunsberger NE, Grand Rapids, MI 49525 or on-line at www.nvps.net.

In order to be considered, all bids must include a sworn and notarized familial relationship disclosure statement. Sealed bids should be marked "Snow Removal" and should be delivered to Mark Fargo, Director of Facilities, Northview Public Schools, 4365 Hunsberger NE, Grand Rapids, MI 49525 by October 20, 2017 at 11:00 a.m. Opening of bids will take place at the Administration Building on Friday, October 20, 2017, at 11:00 a.m. Late bids will not be accepted. Northview Public Schools reserves the right to reject any and all bids, or to waive irregularities as its interests may require.

Specification questions should be directed to Mark Fargo, Director of Facilities, at 616 361-3444 or mfargo@nvps.net.

NORTHVIEW PUBLIC SCHOOLS

LOCATIONS OF WORK

Snow plowing and removal services for all parking areas, access drives, and loading docks will be completed at the following locations:

Northview Administration Office
4365 Hunsberger NE
Grand Rapids, MI 49525

Northview High School
4451 Hunsberger Avenue NE
Grand Rapids, MI 49525

Northview Alternative High School (East Campus)
3801 East Beltline NE
Grand Rapids, MI 49525

Crossroads Middle School
4400 Ambrose NE
Grand Rapids, MI 49525

Highlands Middle School
4645 Chandy NE
Grand Rapids, MI 49525

North Oakview School
4300 Costa NE
Grand Rapids, MI 49525

East Oakview School
3940 Suburban Shores NE
Grand Rapids, MI 49525

West Oakview School
3880 Stuyvesant NE
Grand Rapids, MI 49525

Special Services Building
4561 Hunsberger Avenue, NE
Grand Rapids, MI 49525

**NORTHVIEW PUBLIC SCHOOLS
MAINTENANCE DEPARTMENT**

TERMS AND CONDITIONS

1. All Bidders are asked to submit their bids on the enclosed forms. Send two (2) copies of the forms to:

Northview Public Schools
Attn: Mark Fargo, Director of Facilities
4365 Hunsberger Avenue, NE
Grand Rapids, MI 49525
2. All Bidders are requested to notify Mark Fargo, Director of Facilities via email (mfargo@nvps.net) no later than October 13, 2017 of their intention to bid.
3. Should a Bidder find discrepancies in, or omissions from the specifications and bid proposal form, or should he/she be in doubt as to the meaning, he/she should notify at once, Mark Fargo, who will send written instructions (via email) to all appropriate Bidders.
4. A bid received after the due date and time will not be accepted.
5. The Owner shall not be responsible for any cost or expense the Bidder incurs during the preparation of this bid.
6. The Owner reserves the right to hold the bids for ninety (90) days; to accept or reject any or all bids; to omit or accept any informalities in any bid and to make such awards as it considers in its best interest, whether low bid or not.
7. All information issued prior to the close of the bidding period shall be included in return bid proposals and acknowledged on the Bid Proposal.
8. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price (s) specified in the contract agreement.
9. It is the Bidder's responsibility to note any detail or specification that, in his/her opinion is not practical or functional.
10. TAXES. The Owner is not a taxed entity and shall not be charged any sales and/or use taxes.
11. Affirmative Action Program

The Owner is an Equal Opportunity Employer .Pursuant to the Executive Order 11246 as amended; you are advised that under the provisions of this order, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

12. Contractor agrees, that in the performance of its work under this contract, it shall abide by and comply with all applicable Federal, state and local laws, codes and regulations, including but not limited to the Occupational Safety and Health Act of 1970.
13. Because other activities of the Owner will be proceeding at the same time as the Services covered by this Agreement, the Contractor shall cooperate with the Owner's Representative to ensure that all work progresses in a manner, which does not conflict with other activities.

NORTHVIEW PUBLIC SCHOOLS

STATEMENT OF FACTS

Northview Public Schools desires Contractor to provide all personnel and equipment required to remove snow and slush accumulation from the Owner's sites as listed in the "Scope of Work."

AGREEMENT

IN CONSIDERATION of the foregoing Statement of Facts and the mutual promises contained here, the Northview Public Schools and Contractor agree:

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:

a. **"School Premises"** mean any school(s) owned or operated by the Northview Public Schools at the following addresses:

Northview Administration Office 4365 Hunsberger NE Grand Rapids, MI 49525	Highlands Middle School 4645 Chandy NE Grand Rapids, MI 49525
Northview High School 4451 Hunsberger Avenue NE Grand Rapids, MI 49525	North Oakview School 4300 Costa NE Grand Rapids, MI 49525
Northview Alternative High School (East Campus) 3801 East Beltline NE Grand Rapids, MI 49525	East Oakview School 3940 Suburban Shores NE Grand Rapids, MI 49525
Crossroads Middle School 4400 Ambrose NE Grand Rapids, MI 49525	West Oakview School 3880 Stuyvesant NE Grand Rapids, MI 49525
	Special Services Building 4561 Hunsberger Avenue, NE Grand Rapids, MI 49525

When "School Premises" is used in relation to the Contractor's rendering of Services thereon, School Premises shall specifically mean the parking areas, loading docks, and access drives surrounding the school(s).

b. **"Services"** collectively include the Contractor's removal of snow and slush from the School Premises. The Services shall be performed by Contractor providing the necessary equipment and an adequate number of experienced and licensed personnel.

c. **"Improvements and Installations"** include all curbs, light poles, buildings, loading docks, fences and parking, driveway, adjacent grass areas, and sidewalk surfaces located

on the School Premises.

- d. **"Equipment"** means the vehicles, machinery, materials and related attachments owned or leased by Contractor and used to render the required services.

2. **Performance.** Contractor shall perform all Services on the School Premises in an efficient, timely and skillful manner and without damage to Northview Public Schools Improvements and Installation. Contractor shall maintain the Equipment in good condition in order to promptly and properly commence and complete all Services required by this Agreement. Contractor agrees that the Northview Public Schools Director or other authorized employee may direct Contractor to clear snow from one or more portions of the School Premises before clearing other portions.

3. **Term.** The Contractor shall render Services pursuant to this Agreement commencing on November 1, 2017 and continuing until October 31, 2020.

4. **Charges, Billing and Payment.**

- a. The hourly rates contained in the Bid Proposal represent the total cost to the Northview Public Schools for all Contractor's Services provided under this Agreement, including but not limited to all charges for the Equipment and its operation by experienced and licensed personnel.

- b. The Northview Public Schools shall pay Contractor's bills within thirty (30) days after receipt, subject to the following conditions and restrictions:

- (1) The Northview Public Schools shall have the right to verify that all billed Services were performed to its reasonable satisfaction, and

- (2) The Northview Public Schools shall have the right to retain up to ten (10%) percent of each monthly bill in order to provide funds to pay for past, present or future damages to the School's Improvements and Installations. The Northview Public Schools 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 any retainage.

5. **Services: Prior Notice.**

- a. Contractor shall provide slush and snow removal Services whenever at least a one and one half (1 1/2") inch accumulation of snow or slush exists on the School Premises.

- b. All school locations must be cleared before 6:00 am in the following order:

Northview High School lot must be cleared before 6:00 am.

Crossroads Middle School lot must be cleared before 6:00 am.

Northview Administration Office lot must be cleared before 6:00 am.

Alternative High School lot must be cleared before 6:00 am.

North Oakview School lot must be cleared before 6:00 am.

Highlands Middle School lot must be cleared before 6:00 am.

East Oakview School lot must be cleared before 6:00 am

West Oakview School lot must be cleared before 6:00 am.

Special Services Building lot must be cleared before 6:00 am

- c. 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 Mark Fargo. No salting or sanding services, whatsoever, shall be provided unless they are approved in advance by the Northview Public Schools.
 - d. Prior to first plowing, Contractor and Mark Fargo will visit each site to determine plowing direction and stockpiling. All plowed areas shall have no more than 1/2 inch of snow remaining upon completion of work.
6. **Notice and Determination of Damages.** If Contractor or the Northview Public Schools learns of possible damage to any part of the School Premises or Improvements and Installations, the party, which first becomes aware of such damage shall promptly notify the other party and confirm such notice in writing so that the existence and amount of damage can be determined. If the parties cannot agree on the existence or amount of damage, they shall select one mutually acceptable contractor or other qualified person who shall determine the existence and amount of damage and whose decision shall be binding upon both Contractor and the Northview Public Schools.
 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 Owner. 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, landscaped areas, or other site features.
 8. **Insurance.** At all times during the term of this Agreement, Contractor shall maintain and pay for the following insurances and name Northview Public Schools as an additional insured and shall furnish a certificate of insurance carrier acceptable to the Northview Public Schools and with an A.M. Best rating of "A" or better within ten (10) days of the execution of this Agreement:
 - a. Commercial general liability, personal injury, "broad-form" property damage, contractual liability, extended liability, and completed operations/products insurance in amounts not less than One Million (\$1,000,000) Dollars per occurrence. This insurance shall cover any and all accidents, casualties and occurrences in, on or about, the School Premises which directly or indirectly result from the presence, acts or omissions of Contractor, its employees, agents or independent contractors, or from the presence of their Equipment in, on or about the School Premises. This insurance shall be provided in the form of an "occurrence" policy.
 - b. Workers' compensation or employer's liability insurance in amounts in accordance with

applicable law. Such insurance shall cover Contractor's independent contractors as well as its agents and employees.

- c. Contractor shall also carry comprehensive automobile liability coverage (including contractual liability) in an amount not less than Two Hundred Fifty Thousand (\$250,000) Dollars per person and Five Hundred Thousand (\$500,000) Dollars per accident resulting in bodily injury, and One Hundred Thousand (\$100,000) Dollars property damage.
 - d. The insurance certificate furnished to the Northview Public Schools shall provide that no insurance required by this Paragraph shall be canceled, terminated or modified without at least thirty (30) days' prior written notice to the Northview School District's Business Office, at 4365 Hunsberger NE, Grand Rapids, MI 49525.
9. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Northview Public Schools from and against any and all demands, claims, liens, actions, costs, losses, damages and suits (including but not limited to reasonable actual attorneys fees and court costs) directly or indirectly arising from or related to this Agreement; or from the presence, acts or omissions of Contractor, its employees, agents or independent contractors in, on or about the School Premises; or from the presence of their Equipment in, on or about the School Premises. Contractor's obligation to indemnify the Northview Public Schools as set forth in this Paragraph shall not extend to liability resulting from the sole negligence, gross negligence, or intentional tortuous conduct of the Northview Public Schools, or its agents or representative.

Compliance by Contractor with the requirements of Paragraph 9 as to carrying insurance and furnishing proof thereof to the Northview Public Schools shall not relieve Contractor of its liabilities and obligations under this Paragraph 10 concerning Contractor's indemnity of the Northview Public Schools, or any other provisions of this Agreement. Contractor's indemnity covenant specified herein shall not be negated or reduced by virtue of Contractor's insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim or refusal to defend the Northview Public Schools.

10. **Default.** The Northview Public Schools shall have the right to terminate this Agreement by so notifying Contractor in writing and without any further obligation, whatsoever, if Contractor fails to comply fully with each and every term and condition hereof.
11. **Assignment.** Contractor shall not assign this Agreement without the Northview Public Schools prior written consent.
12. **Time of the Essence.** Contractor agrees that timely, satisfactory performance of its Services is absolutely essential to the conduct of the Northview Public Schools at the School Premises and further agrees that time shall be the essence of this Agreement. 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 designated contact person(s) at the District immediately, and inform the 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 such services as are contemplated by this contract; or
 - (b) immediately engage sub-contractors, to be bound by the terms and conditions of this

contract, including, but not limited to, Section 10, to immediately carry out the snowplowing assignment; or

- (c) indemnify and make whole the District for any expenses and/or costs it incurs by having to secure the services of another snowplow Contractor to perform or complete such services as are contemplated by this contract.

- 13. **Notices.** Contractor shall provide the Northview Public Schools with two or more telephone numbers at which Contractor or its representative(s) can be reached at all times. Any written notice or communication which either party to this Agreement desires, or is required, to give the other shall be sufficient if delivered in person, forwarded by facsimile or U. S. Mail to the address(s) indicated in this Agreement.

- 14. **Paragraph Captions.** The paragraph captions contained in this Agreement are for convenience only and have no legal force or effect.

- 15. **Relation to Purchase Order.** The Northview Public Schools will issue a purchase order in connection with this Agreement and such purchase order provisions shall be binding upon the Northview Public Schools and Contractor. All invoicing must reference purchase order number.

- 16. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Northview Public Schools and Contractor and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement shall be amended only by written instrument signed by both Northview Public Schools and Contractor.

- 17. **Binding Action.** The terms and provision of this Agreement shall be binding upon and insure to the benefit of the parties' respective representatives, successors and only those assigns permitted pursuant to Paragraph 11.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Northview Public Schools

By: _____
Its: Executive Director, Business Services
(Or Other Designated Person)

Dated: _____

CONTRACTOR

By: _____
Its:

Dated: _____

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MAINTENANCE DEPARTMENT**

SCOPE OF WORK

Snow to be plowed, using mutually agreeable methods, whenever accumulated depth reaches one and a half (1 1/2) inches or more upon approval from Mark Fargo. Snow removal is to include weekends, holidays, and days that school is closed due to inclement weather.

- a. All parking lots
- b. All drives
- c. Service drive & loading areas

NOTE: Plowed snow is not to be placed on sidewalks or in front of gates.

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SNOW REMOVAL BID PROPOSAL

1. TRACTOR/TRUCK SNOW PLOWING

Area 1 <u>Administration Office</u>	F	or the sum of \$ _____
Area 2 <u>High School</u>		For the sum of \$ _____
Area 3 <u>Alternative HS</u>		For the sum of \$ _____
Area 4 <u>Crossroads</u>		For the sum of \$ _____
Area 5 <u>Highlands</u>		For the sum of \$ _____
Area 6 <u>North Oakview</u>		For the sum of \$ _____
Area 7 <u>East Oakview</u>		For the sum of \$ _____
Area 8 <u>West Oakview</u>		For the sum of \$ _____
Area 9 <u>Special Services Building</u>		For the sum of \$ _____

Total for all locations: \$ _____

Schedule B

Please provide a list of all equipment you propose to use in servicing our account. Include make, model, engine, blade size, year and additional relevant information.

References (include contact and phone number)

1. _____
2. _____
3. _____

Feel free to call me if you have any questions regarding this RFP at 616 361-3444. Thank you in advance for your attention in this matter.

Sincerely,

Mark Fargo, Director of Facilities
Northview Public Schools

NORTHVIEW PUBLIC SCHOOLS
MAINTENANCE DEPARTMENT
4365 Hunsberger NE
Grand Rapids, MI 49525

BID PROPOSAL FORM

Bid Proposal Form

The undersigned hereby acknowledges receipt of bid package and any following addenda:

Northview Public Schools reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informality therein. If, in the Board's opinion, it is in their best interest, the contract may be awarded to other than the lowest bidder.

If award is made to us under this proposal, we agree to enter into an Agreement with Northview Public Schools to furnish snow removal services in strict accordance with this proposal, bid documents and all pertinent portions of the specifications.

Signed this _____ day of _____, 20 _____

Firm Name: _____

Address: _____

Email Address: _____

Phone No: _____

Fax No. _____

If a corporation, indicate state of incorporation and affix seal.

Attest: _____

By: _____

Title: _____