



REQUEST FOR PROPOSAL

RFP #DPL-1802

Issued: October 27, 2017
Due Date: November 13, 2017 at 2:00 p.m.

**Snow Removal Services and De-Icing of All
Exterior Sidewalks, Parking Lots, and
Driveways at Detroit Public Library Eastside
Branches for a One Year Period with an Option
to Renew for an Additional One (1) One-Year
Period**



RFP #DPL-1802

Snow Removal Services and De-Icing of All Exterior Sidewalks, Parking Lots, and Driveways at All Detroit Public Library Eastside Branches

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RFP #DPL-1802

I. INTRODUCTION

The Detroit Public Library (hence forth noted as DPL) is seeking sealed written proposals from qualified firms to provide Snow Removal Services and De-Icing of All Exterior Sidewalks, Parking Lots, and Driveways at Detroit Public Library Eastside Branches

This Request for Proposal, and any subsequent addenda, is being issued by the Purchasing Department and this department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in the RFP. The Procurement Department is the only office authorized to modify, change, and clarify the requirements of this RFP and any contract awarded as a result.

II. INSTRUCTIONS

1. Firms responding to this Request for Proposal shall submit their proposals in the overall format as outlined.
2. Proposals shall be submitted in a sealed package or envelope listing the following information on the outside:
 - Title: RFP #DPL-1802-
Snow Removal Services and De-Icing of All Exterior Sidewalks, Parking Lots, and Driveways at All Detroit Public Library Eastside Branches for a One Year Period with an Option to Renew for an Additional One (1) One-Year Period
 - Due Date: November 13, 2017
 - Company's Name And Address



- Submit Proposals to: Detroit Public Library
5201 Woodward Avenue
Detroit, MI 48202
Attn: Purchasing Department

No telephone, electronic, or facsimile proposals will be considered.

Please note: The Library is closed to patrons on Monday however, the business offices are open. Access to the building on Monday is through the Staff Entrance on Putnam Street.

To facilitate distribution and evaluation, the proposals shall be single-sided black and white copies. The response shall include all information specified and required pricing sheets. **Suppliers shall provide one original and three (3) copies with submission.**

3. **Late Proposals will not be accepted or considered.** It is the responsibility of the proposer to ensure that the proposal arrives at the Detroit Public Library's Purchasing Department prior to the date and time indicated. Telephone quotes will not be accepted and proposals submitted electronically are not acceptable. Proposals must be sent by mail or hand delivered, allowing sufficient delivery time to ensure receipt in the Purchasing Department by the deadline specified. Time and date validation shall occur in the Purchasing Department. All proposals received after the deadline will not be accepted and will be returned to the proposer unopened.
4. **SUPPLIER CHANGES OR ALTERATIONS TO PROPOSAL DOCUMENTS INCLUDING SCOPE OF WORK MAY RESULT IN A PROPOSAL BEING CONSIDERED NON-RESPONSIVE.** The only authorized supplier changes to a proposal document will be in the areas provided for a proposer's response, including the "Exceptions" section of the proposal. If a change or alteration to the documents is undetected and the proposer is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the proposal document will be applicable during the term of the contract. The Detroit Public Library shall accept NO CHANGES to the proposal document made by the Supplier unless those changes are set out in the "Exceptions" provision of the Authorized Version of the proposal document. It is the Supplier's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the proposal document. Any Supplier who submits a proposal and later claims it had no knowledge of any changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the

proposal document, shall be bound by the proposal, including any changes, modifications or additions to the Authorized Version. If a proposal is awarded to a Supplier who claims that it had no knowledge of the changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the proposal, and that Supplier fails to accept the proposal award, the Detroit Public Library may pursue costs and expenses to re-solicit the requirements.

The Authorized Version of the proposal document shall be that proposal document appearing on the Detroit Public Library or MITN website with any amendments and updates. The official proposal documents may be obtained from the Detroit Public Library's website, www.Detroitpubliclibrary.org or through the Michigan Intergovernmental Trade Network (MITN) website, www.bidnetdirect.com/MITN. Copies of proposal documents obtained from any other source are not considered official copies. Only those suppliers who obtain proposal documents from either the Library's website or the MITN website are guaranteed access to receive any addenda, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.bidnetdirect.com.

5. Proposals shall be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. No proposal shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in the proposal document.
6. The Detroit Public Library reserves the right to:
 - Reject any and all proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any proposal received.
7. The selected supplier will be required to assume responsibility for all goods and services offered in the proposal, whether or not the proposer produces them. Further, the selected supplier shall be the sole point of contact and responsibility with regard to all matters, including payment of any and all charges resulting from the contract.
8. All proposals and other materials submitted shall become the property of the Detroit Public Library.



9. All changes in the RFP documents shall be through written addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal. Addenda and updates will **NOT** be sent directly to suppliers. It is recommended that participating suppliers check the websites (www.Detroitpubliclibrary.org and www.bidnetdirect.com) daily for addenda and updates after release date. Suppliers shall print out, sign, and return addenda acknowledgement(s) with their proposal response. Failure to do so may be grounds for rejection.
10. Any questions concerning this RFP shall be submitted, in writing to:

Christina Ladson, Purchasing Manager
Detroit Public Library
5201 Woodward Avenue
Detroit, MI 48202
Email: Cladson@detroitpubliclibrary.org



III. QUALIFICATIONS

This is a Request for Proposal (RFP) issued by the Detroit Public Library seeking qualified firms to provide Snow Removal and De-Icing Services. DPL wants to provide a uniform distribution of information to firms and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.

The Detroit Public Library reserves the right to reject any or all proposals and to waive irregularities or informalities as may be deemed in the best interest of the Library. It is the intent to award this RFP to the highest ranked proposal, meeting the outlined Scope of Work and the following minimum qualifications:

1. Proposer shall have a minimum of five (5) years' experience providing these services of a similar size and scope as the Library.
2. Proposers shall have adequate equipment and staffing to meet the service requirements of the Library. In a separate document, attach a list of the manufacturer and model of all equipment that will be used in providing snow removal services under the proposed contract. Additionally, please indicate the number of full time/part time employees at the company. Be sure to indicate the employees that are only seasonal.

The Evaluation Committee Members will conduct a site visit of the proposer's facilities to inspect the company's facility and equipment to ensure that this qualification is met.

IMPORTANT: The site visits shall be conducted on the following dates:

Tuesday, November 14, 2017

Wednesday, November 15, 2017

Please be advised that failure to allow inspection of the equipment at these times may be grounds for rejection of your proposal.

3. Proposers shall provide three references for the services outlined in this RFP. These services should have been provided within the past three (3) years.



REFERENCE #1	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL	
YEARS OF EXPERIENCE	

REFERENCE #2	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

REFERENCE #3	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

IV. SCOPE of SERVICES

1. SNOW PLOWING OF WALKS (around buildings and up to front door), DRIVEWAYS AND PARKING LOTS (including alley entrance to parking lots).

This includes the snow removal for all Eastside branches and properties for the 2017-2018 winter season at all sites specified, within each group. Snow plowing/removal is to include all sidewalks, steps, landings, ramps, parking lots, driveways, alleyways and one-city street lanes adjacent to Library property, as indicated.

Snow plowing/removal to be initiated for any snowfalls, as follows:

- One (1) inch of accumulation or greater provided the snowfall and/or accumulation of ice occurs during business hours
- Snow removal shall be completed by 8:00 a.m. for a snowfall occurring after 11:00 p.m. on the preceding night
- All plowed areas will need to remain clear throughout the day
- Snow is not to be piled into parking spaces or walkways and shall not be left in areas that have already been cleared (e.g. driveway, walkways, etc.)
- Snow shall be pushed into piles as far away from the building and parking spaces, as possible
- Supplier shall coordinate location for large snow piles with the Facilities Department
- Supplier shall be on-site within 1 hour of call from Facilities Department representative, in the event of drifting, freezing, etc.
- The proposed contract is based on twenty (20) snow pushes for the season per location

2. SALT AND ICE MELTER APPLICATION

The application of ice melter and salt is to occur upon the accumulation of any snowfall or ice to either sidewalks and/or driveways. The supplier shall perform complete salting of streets, driveways, alleyways, and parking lots; and apply ice melter to sidewalks, steps, ramps, landings, terraces, patios at all sites, as follows:

- Ice-Melt (or a similar, approved de-icing agent) must be used in lieu of traditional de-icing salt for all sidewalk application
- In the event of thawing and freezing, freezing rain, or drifting snow contractor will be required to apply additional Ice-Melt upon all listed sidewalks and walkways
- Supplier shall be on-site within 1 hour of call from Facilities Department representative, in the event of drifting, freezing, etc.
- The proposed contract is based on thirty (30) applications of salt/ice-melt, per location



Branch Location Site Visits

The branch locations have been separated, to the greatest extent possible, based upon geographic location. Each bidder is required to perform a site inspection of the branches prior to submitting a bid. No adjustments to the bid will be considered due to the Bidder's failure to visit the specified locations.

Acknowledgement:

I, _____, certify that a company representative has visited each location and is familiar with the specific requirements for completing the required services at each branch.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

Prices

Prices shall be listed separately for each location on the attached form. Pricing shall be provided for all DPL properties within this group in order to be considered for award. The library reserves the right to add or delete locations at the Library's discretion.

In addition, a base bid for each group category shall be provided. If a component of the form is not applicable, proposer is instructed to insert "No Bid" or "Not Applicable" in space or section to acknowledge review.

The proposer agrees to perform all service work for the Bid Group, for the base bid(s) stated below:

<i>Base Bid Amount-East</i>				<i>Cost Per Salt/Ice-Melter Application (Includes all Areas @ Location) (E)</i>	<i>Total Cost/Plow and De-Icing Per Branch (A+B+C+D+E)</i>
<i>Lot #1 (A)</i>	<i>Lot #2 (B)</i>	<i>Sidewalks- Total Price for All (See Details by Location) (C)</i>	<i>Additional Plows (D)</i>		
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



Prices are to be held firm for duration of the initial period of this agreement.

Please indicate your pricing for the subsequent renewal period:

- ☐ *Prices are firm for the initial contract period and the subsequent renewal period.*
- ☐ *Prices are firm for the initial contract period and subject to the following increase not to exceed:*

_____ (%) Increase – Year #2

Award

The Detroit Public Library anticipates one award of this contract to the highest ranked proposal.

If awarded a contract, the supplier agrees to fully complete the work in accordance with the Scope of Work. The initial period of service for the 2017-2018 winter season is December 1 through April 1. The renewal option will be exercised based upon satisfactory performance as determined by the appointed representatives of the Library.

Protection of Work, Persons and Property

During performance and up to date of final acceptance, the contractor shall be under absolute obligation to protect the Library's buildings, grounds, and adjacent properties against any damage, loss or injury. The contractor shall take all reasonable precautions to protect the persons and property of the Library from damage, loss or injury during performance under this contract.

****Any and all damage to Detroit Public Library properties, properties adjacent to Library property, and vehicles belonging to Library customers and staff resulting from the snow plowing/ blowing, salting operations will be the full responsibility of the selected contractor and will be subject to immediate compensation.****



Performance Bond

The successful proposer shall furnish a corporate surety bond in an amount equal to 100% of the Contract payment amount, as security for the faithful performance of the Contract upon receipt of Detroit Public Library Purchase Order.

V. REQUIRED PROPOSAL CONTENT

All proposals received must consist of the items referenced below:

1. Signed Signature Page VIII (Provide all of the required information as Indicated).
2. Work Plan – A detailed work plan explaining how services outlined in the Scope of Services will be delivered.
3. Branch Price Sheet
4. List of Equipment and Staff
5. References – A minimum of three references which shall include a name, address and telephone number.

VI. EVALUATION CRITERIA

- A. Responsiveness to the requirements outlined in the Scope of Services
- B. Adequate Equipment/Staffing-Equipment will be evaluated during the site visits conducted by the Selection Committee. Ability to meet the schedule for site visits will be a factor in this award.
- C. Pricing
- D. Past Performance on contracts of similar size and scope
- E. References

VII. SELECTION PROCESS

Proposals will be evaluated by the Selection Committee based upon the evaluation criteria stated above. Site visits to evaluate the facility and proposed equipment of those firms submitting proposals will be conducted by the Selection Committee. In addition, the Detroit Public Library may decide to negotiate with the firms by soliciting Best and Final Offers.



The Evaluation Committee will recommend contract award/acceptance of a proposal to the Detroit Public Library Commission. Upon acceptance of a recommendation, contract awards will be made by the Detroit Public Library Commission.

VIII. BRANCH PRICING SCHEDULE – See attached



SIGNATURE PAGE

Prices quoted shall remain firm for 90 days or bid award whichever comes first, except the successful bidder(s), whose prices shall remain firm for the entire contract period. The contract shall commence on date of award.

NOTE: The undersigned has checked the bid figures carefully and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

COMPANY NAME: _____

ADDRESS: _____
City State Zip

TAX ID: _____

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

E-MAIL ADDRESS: _____

PAYMENT TERMS: _____

ACKNOWLEDGEMENT:

I, _____, certify that I have read the INSTRUCTION TO BIDDERS and that the bid proposal documents contained herein were obtained directly from the Detroit Public Library or MITN website, www.bidnetdirect.com, and is an official copy of the Authorized Version.

COMPANY REPRESENTATIVE'S NAME:

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

(Signature)

(Date)

APPENDIX A

Certificate of Insurance

- I. The Detroit Public Library has specific certificate of insurance requirements. The Contractor shall maintain at its expense during the term of this contract, the following insurance:
 - A. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee.
 - B. Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
 - C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by supplier's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- II. If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the Detroit Public Library, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the contractor's expense, under valid and enforceable policies.
- III. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the Detroit Public Library. The Commercial General Liability insurance policy shall name the Detroit Public Library as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Business Office, Purchasing Department, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates.



APPENDIX B
NON-COLLUSION AFFIDAVIT

RFP Number: _____ RFP Description: _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and either the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

SIGNATURE OF PERSON SUBMITTING BID

BID NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and for _____ County.

My commission expires: _____

GENERAL CONDITIONS

1. *Procurement Policy*

Procurement for the Detroit Public Library, shall be carried out in a manner which provides a fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise make a bid or proposal.

2. *Non-Discrimination Clause*

In accordance with all Federal and State legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act and the Persons with Disabilities Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Persons with Disabilities Civil Rights Act, as amended. The bidder agrees to include this paragraph in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.

3. *Unit Prices, Notations, and Workmanship*

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or “white-outs” are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

4. *Prices Quoted/Cash Discounts*

Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on a bidder’s invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.

5. *Sales Tax Exemption*

The Library is exempt from sales tax on those articles which the Library buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the Library. Sales tax should be included in the price and will not be paid as an extra by the Library.

6. *Specifications, Change of Specification, Errors and/or Omissions*

Specifications which refer to brand names are given for reference only. Bidders may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the Library shall be final.

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the Library, or get an interpretation, your request will receive consideration if presented to the Library as much in advance of bid submission deadline as possible. If any change is found desirable, the Library will notify all bidders and extend the bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before the bid submission date.

7. *Deliver Terms/Time*

F.O.B. delivered prices are preferred. F.O.B. delivered means delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices based on F.O.B. Shipping Point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder shall so state.

8. *Container*

Packing, reels, etc. if chargeable, must be shown on separate items. Return freight must be paid by bidder.

9. *Labeling of Envelopes*

Bidders must label envelopes containing bid – "This envelope contains bid on (Bid number), due on or before (-time) on (-date)." A label may be attached for convenience. The name and address of the bidder are to appear on the outside of the envelope.

10. *Receipt of Bids*

Bids must be received by the Library, 5201 Woodward Avenue, Detroit, MI 48202, prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the Library on time rests entirely with the bidder.

11. *Withdrawal*

No bid shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in the bid document. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

12. Award

The Library reserves the unqualified right to award by item (s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the best interest of the Library.

13. Start of Work

No Contract shall become effective until the contract has been approved by the Procurement Department, Chief Financial Officer and/or Library Commission. Prior to the completion of this approval process, the Contractor will have no authority to being work on this Contract. The Chief Financial Officer shall not authorize any payments to the Contractor prior to such approval. Additionally, the Library shall not incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.

14. Inspection

All articles are subject to inspection and testing. In the case where any articles are found to be defective in material, workmanship and/or fail to meet the requirements of this bid, the Library shall have the right to reject or retain and correct such articles. The bidder shall pay the Library for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.

15. Freight Rates

Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the Contract price, and conversely any decrease in the published freight rates will be deducted from the contract prices. This applies only to movement of the finished product as sold to the Library.

16. Subcontracting

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the Library.

17. Assignment

The performance of the Services under the Contract shall not be assigned by Contractor except upon written consent of Detroit Public Library. The Contractor may assign monies due or to become due to him under the Contract and such assignment will be recognized by Detroit Public Library, if given proper notice thereof, to the extent permitted by law. Assignment of monies will be subjected to proper offsets in favor of the Detroit Public Library and to deductions provided for in this Contract. Money withheld, whether assigned or not, will be subject to being used by Detroit Public Library for the completion of the work in the event that the Contractor defaults under the Contract. The validity of the assignment and the rights of the assignee against Detroit Public Library shall be governed by the laws of the State of Michigan. The Detroit Public Library reserves the right to assign all or portion of the services awarded under this Contract including options. The Detroit Public Library's right of assignment will remain in force over the period of the Contract or until completion of the Contract to include options whichever occurs first.

18. *Independent Contractor*

It is understood and agreed that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform Work hereunder shall be deemed to be Contractor's employees or independent subcontractors; that Contractor employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by state or federal law.

19. *Severability*

If any provision of this Contract or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

20. *Waivers*

- A. Neither Detroit Public Library's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to Detroit Public Library in accordance with applicable law and the terms of this Contract for all damages to Detroit Public Library caused by the Contractor's negligent act, error or omission in the performance of any of the Work furnished under this Contract.
- B. The waiver by Detroit Public Library of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

21. *Force Majeure*

- A. To the extent that Contractor shall be wholly or partially prevented from its performance within the terms specified of any obligation or duty placed on Contractor by reason of or through riot, acts of war, acts of terrorism, insurrection, by order of court, legislative action, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty may be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Detroit Public Library.
- B. In the event Contractor seeks to characterize an event a "Force Majeure Event", Contractor shall have the obligation to immediately notify Detroit Public Library at the time Contractor becomes aware of said Force Majeure event. Further, Contractor shall have the obligation to provide Detroit Public Library with written notice upon the cessation of said Force Majeure event.

22. Termination

The Contractor agrees that the Library shall have the right to terminate the Contract at any time after award of the Contract, by giving ten (10) days written notice, if it is determined that such termination is in the best interest of the Library. Upon receipt of written notice of termination, the Contractor shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting any service(s) actually furnished pursuant to the Contract and to the satisfaction of Detroit Public Library.

Detroit Public Library agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming service(s) actually furnished and verifiable costs that have been incurred or will be incurred by the termination, which shall be the sole amount owed to the Contractor whether for damages or otherwise, by virtue of the termination of this Contract.

23. Default

Default is defined as the failure of the bidder to fulfill the obligations of their bid. An event of default shall be construed as a material breach of this contract. Detroit Public Library may by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract.

Detroit Public Library's right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Purchasing Manager) after receipt of the notice from the Procurement Department.

24. Damages for Breach of Contract

The contractor shall be liable to the Library for any damages it sustains by virtue of the contractor's breach, or any reasonable costs the Library might incur enforcing or attempting to enforce this contract, including reasonable attorney fees. The Library may withhold any payment(s) to the contractor for the purpose of set-off until such time as the exact amount of damages due to the Library from the contractor is determined. It is expressly understood that the contractor will remain liable for any damages the Library sustains in excess of set-off.

If the contract is so terminated for breach of contract, the Library may take over the services, and pursue the same to completion by contracting with another party or otherwise, and the contractor shall be liable to the Library for any and all costs.

The Library may assess upon the contractor, for failure to meet any provision or condition of the bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.

Other remedies shall also be available to the Library. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

25. Audit, Inspection or Records and Cost Verification

The Library reserves the right to audit employees' payroll records to verify labor charges upon 72 hours' notice.

The contractor shall permit the authorized representative of the Library to inspect and audit all Data and records of the contractor relating to its performance under this contract during the term of the contract and for three (3) years after final payment. All records relating to the agreement shall be retained by the contractor during the term of the contract and for three (3) years after final payment for the purpose of such audit and inspection.

26. Compliance with Laws and Security Regulations

The contractor shall comply with and shall require its associates to comply with:

1. Applicable federal, state and local laws, ordinance code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the Library's premises;
2. Codes and regulations for materials, belonging to the Library or developed in relationship to this project externally; and
3. The requirements of the grantor agency when grant funds that are specifically related to this contract are expended.

The contractor shall hold the Library harmless with respect to any damages arising from any violations of same by it or its associates. The contractor shall not trespass on any public or private property in performing any of the services encompassed by this contract. The contractor shall require, as part of any subcontract that subcontractors comply with all applicable laws and regulations.

27. Patents

The contractor shall protect and indemnify the Library against expense of any nature, shall bear the cost of any lawsuits which may arise and shall pay damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

28. Indemnity

The contractor agrees to save harmless the Library against and from any and all liabilities, obligations, damages, penalties, claim costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the Library by reason of any negligent or tortuous acts or any failure by the contractor to perform its contractual obligations during the term of this contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the contractor, the Detroit Public Library and any negligent or tortuous errors or omissions attributable to the contractor, its subcontractors or agents.

29. *Use of Detroit Public Library's Name in Contractor Advertising or Public Relations*

If the Contractor should desire to use the Detroit Public Library's name, logo or any other material in its advertisement or public relations programs, the Contractor shall receive prior approval from the Detroit Public Library. Any such information relating to Detroit Public Library shall be factual and in no way imply that Detroit Public Library endorses the Contractor's firm, services, or products. The Contractor shall insert the substance of this Article in each subcontract and supply contract or purchase order.

30. *Conflict of Interest*

The contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this contract. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

The contractor further covenants that no officer, agent, or employee of the Detroit Public Library and/or Library Commission who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract has any personal or financial interest, direct or indirect, in this contract or in the proceeds thereof via corporate entity, partnership, or otherwise.

The contractor also hereby warrants that it will not and has not employed any person to solicit or secure this contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the contractor either directly or indirectly, and that if this warranty is breached, the Library, may at its option, terminate this contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the contractor hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

31. *Addresses*

The contractor shall notify the Library upon any change of address, telephone number, and email address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing to the Procurement Department and shall include all of the contractor's changed information and the effective date of such change.

32. *Taxpayer Identification Number*

The contractor shall notify the Procurement Department upon the change of the contractor's taxpayer identification number. Such notification shall be in writing, shall include at a minimum, the contractor's taxpayer identification number in used by the City, the contractor's new taxpayer identification number and all contract and purchase order numbers under which the contractor is currently providing goods and/or services to the Library. The notification shall be delivered to the Library within five (5) business days of the contractor's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure to supply the required information, may be deemed an event of default at the sole discretion of the Library.

Eastside Locations

Branch	Address	Hours Of Operation	Lot #1	Lot #2	Sidewalks	Additional Plows	Details by Location
Main Library	5201 Woodward Ave., Detroit, MI 48202	T/W-12:00-8:00 pm,TH/F/S-10:00-6:00 pm	X	X	X	Circular Drive	Putnam,Woodward, Cass-South entrance
Chandler Park	12800 Harper, Detroit, MI 48213	W/S-10:00-6:00 pm,TH-12:00-8:00 pm	X		X		
Franklin Branch	13651 E. McNichols, Detroit, MI 48205	M/W/S-10:00-6:00 pm,T/TH-12:00-8:00 pm	X		X		
Jefferson Branch	12350 E. Outer Drive, Detroit, MI 48224	T/TH/S-10:00-6:00 pm,M/W-12:00-8:00 pm	X		X	X	ADA Ramp, Front and Rear Sidewalks
Lincoln Branch	1221 E Seven Mile, Detroit, MI 48203	M-12:00-8:00 pm,T/S-10:00-6:00 pm	X		X		Front and Side
Monteith Branch	14100 Kercheval, Detroit, MI 48215	M-12:00-8:00 pm,T/S-10:00-6:00 pm			X	X	Sidewalks:West- North, NW to NE corner & South on Newpoint to tree line, Steps and Porch
Knapp Branch	13330 Conant, Detroit, MI 48212	T/TH/S-10:00-6:00 pm,M/W-12:00-8:00 pm	X		X		
Skillman Branch	121 Gratiot, Detroit, MI 48226	M/T/W/TH/S-10:00-6:00 pm			X		Perimeter, Steps & Porch
Mark Twain	8500 Gratiot		X				Lot; Adjacent Cross Streets (West)
Wilder Branch	7140 E. Seven Mile, Detroit, MI 48234	W-12:00-8:00 pm;TH/S-10:00-6:00 pm	X		X		Sidewalks, street to front door and East of parking lot wall
Service Building	5828 Third Street, Detroit, MI 48202		X	X	X		Add: Third Street Sidewalk
801 W. Baltimore	801 West Baltimore, Detroit, MI 48202				X		East and North
Lothrop Property	1529 W. Grand Blvd/Warren 48208				X		

Eastside Group-Pricing

Branch	Cost Per Snowplowing				Cost Per Salt/Ice-Melter Application (Includes all Areas @ Location) (E)	Total Cost/Plow and De-Icing Per Branch (A+B+C+D+E)
	Lot #1 (A)	Lot #2 (B)	Sidewalks- Total Price for All (See Details by Location) (C)	Additional Plows (D)		
Main Library	\$_____	\$_____	\$_____	\$_____ (Circular Drive)	\$_____	\$_____
Chandler Park	\$_____		\$_____		\$_____	\$_____
Franklin Branch	\$_____		\$_____		\$_____	\$_____
Jefferson Branch	\$_____		\$_____	\$_____	\$_____	\$_____
Lincoln Branch	\$_____		\$_____		\$_____	\$_____
Monteith Branch			\$_____	\$_____	\$_____	\$_____
Knapp Branch	\$_____		\$_____	\$_____	\$_____	\$_____
Skillman Branch			\$_____		\$_____	\$_____
Mark Twain	\$_____					
Wilder Branch	\$_____		\$_____		\$_____	\$_____
Service Building	\$_____	\$_____	\$_____		\$_____	\$_____
801 W. Baltimore			\$_____		\$_____	\$_____
Lothrop Property			\$_____		\$_____	\$_____