

Request for Bid

Snow Removal Services

Public Bid

Decatur Public Schools

BID RELEASE DATE:

June 30, 2021

**Proposal Due Date:
August 12, 2021 @ 1:00 p.m.**

Return to:

**Dr. Patrick Creagan
Superintendent
Decatur Public Schools District Office
110 Cedar Street
Decatur, Michigan 49045
269-423-6800**

Late Proposals will be Rejected.

**Decatur Public Schools
District Office
110 Cedar Street
Decatur, MI 49045**

INVITATION TO BID - SNOW REMOVAL

The Decatur Public Schools Board of Education will receive sealed bids for a two-year contract, with optional third year to contract "snow removal" on campus and the transportation facility. Snow plowing and snow blowing will be contracted on a per plow/snow blowing basis.

Proposals marked "Snow Removal" may be delivered to Decatur Public Schools District Office, 110 Cedar Street, Decatur MI 49045 Attention: Dr. Patrick Creagan no later than **1:00 p.m. on August 12, 2021**. Bids will be publicly read at the Decatur High School Cafeteria, 110 Cedar Street, Decatur, MI 49045 at 1:05 PM. Bid applications may be picked up at the District Office, Monday through Friday, 9:00 AM to 4:00 PM or downloaded from the school's webpage. Specification questions should be directed to Mr. Joe Parish at 269-436-0052. Mr. Parish should be contacted to set up an appointment to view the scope of work.

Accepted Bidder shall be required to enter into a contract with Decatur Public Schools and furnish:

1. Certificate of insurance.
2. List of contractor's equipment available for services at the site.
3. List of key employees with after hours telephone numbers.
4. Meet all time schedules within the contract.

The Board of Education reserves the right to reject any and/or all bids in whole, or in part and to waive any informalities therein. If in the Board's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reasons of establishing uniformity, delivery time, etc. The Board of Education will not consider or accept a bid received by the Board after the date and time specified for bid submission.

Decatur Public Schools

SCOPE OF WORK

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

Decatur High School
110 Cedar Street
Decatur, MI 49045

Decatur Middle School
405 N. Phelps Street
Decatur, MI 49045

Davis Elementary
409 N. Phelps Street
Decatur, MI 49045

Transportation
414 S. Williams Street
Decatur, MI 49045

Decatur Public Schools
PURCHASING DEPARTMENT

TERMS AND CONDITIONS

1. All Bidders are asked to submit their bids on the enclosed Bid Proposal Form. Submit the bid contents required to the Owner:

Decatur Public Schools
Attention: Dr. Patrick Creagan
110 Cedar Street
Decatur, Michigan 49045
2. A bid received after the due date and time will not be considered.
3. The Owner shall not be responsible for any cost or expense the Bidder incurs during the preparation of this bid.
4. 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.
5. 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 Mr. Joe Parish, Director of Building and Grounds, who will send written instructions to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.
6. All information issued prior to the close of the bidding period shall be included in return bid proposals and acknowledged on the Bid Proposal.
7. 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.
8. It is the Bidder's responsibility to note any detail or specification that, in his/her opinion, is not practical or functional.
9. TAXES. The Owner is not a taxed entity and shall not be charged any sales and/or use taxes.
10. You are advised that the Owner is an Equal Opportunity Employer, and 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.
11. 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.
12. 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.

It is recommended that a successful bidder be in business for a minimum of five years.

Decatur Public Schools

STATEMENT OF FACTS

Decatur Public Schools desires the 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 Decatur 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 Decatur Public Schools at the following addresses:

Decatur High School
110 Cedar Street
Decatur, MI 49045

Decatur Middle School
405 N. Phelps Street
Decatur, MI 49045

Davis Elementary
409 N. Phelps Street
Decatur, MI 49045

Transportation
414 S. Williams Street
Decatur, MI 49045

When "School Premises" is used in relation to the Contractor's rendering of Services thereon, School Premises shall specifically mean the parking lots, sidewalks 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 Decatur Public Schools buildings, lots, lands, curbs, etc. 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 Facilities Director or Superintendent 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 October 15th and continuing until April 30th on days that snow accumulates to (2") inches or more prior to the start of school.

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

- a. The hourly rates contained in the Bid Proposal represent the total cost to Decatur 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. Each month during the term of this Agreement, Contractor shall send Decatur Public Schools its bill for Services rendered during the preceding month to Decatur Public Schools, 110 Cedar Street, Decatur, MI 49045 Attn: Accounts Payable.
- c. Decatur Public Schools shall pay Contractor's bills within thirty (30) days after receipt, subject to the following conditions and restrictions:
 - (1) Decatur Public Schools shall have the right to verify that all billed Services were performed to its reasonable satisfaction, and
 - (2) Decatur 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 retainage for such damages during the School Year snow removal season shall be reconciled on or before May 15th of each year. Decatur 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. The Contractor shall provide slush and snow removal Services, with School's prior notice or request from Mr. Joe Parish, Facilities Director, whenever at least a two (2") inches accumulation of snow or slush exists on the School Premises.

b. The Bus Drivers' lot must be cleared by 5:30 a.m.

High School Parking Lots (Cedar Street, Austin Boulevard) must be cleared by 7:00 a.m. and sidewalks around the High School by 7:00 a.m.

Bus entry drive and parking spaces on Phelps Street must be cleared by 7:00 a.m.

Middle School Parking Lot on Phelps Street must be cleared by 7:00 a.m.

All sidewalks around the Middle School and Davis Elementary must be cleared by 7:00 a.m.

The Parking Lot on Austin Boulevard at the Athletic Complex should be plowed before football games, if necessary.

Sidewalks at the Athletic Complex should be shoveled before football games if necessary.

On all holidays/scheduled school closings, it will be the Owner's discretion to request snow removal.

- 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 Mr. Joe Parish.
 - d. All salting and/or sanding services, must be discussed and approved in advance by the Director of Facilities or the Superintendent.
 - d. Prior to first plowing the Contractor and the Facilities Director 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. **Contractor's Log.** Contractor shall keep an accurate daily log of the hours spent for the Services provided. Decatur Public Schools shall only be charged for Services actually performed. All of Contractor's records pertaining to Services performed shall be available for Decatur Public School's inspection in Contractor's business office at any time during normal business hours.
7. **Notice and Determination of Damages.** If Contractor or Decatur 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 Decatur Public Schools.
8. **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.
9. **Insurance.** At all times during the term of this Agreement, Contractor shall maintain and pay for the following insurances and name Decatur Public Schools and shall furnish a certificate of insurance carrier acceptable to Decatur 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 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 certificate of insurance furnished to Decatur Public Schools shall identify all exclusions or reductions in coverage to the standard ISO 1986 general liability or 1987 auto liability policies. Failure to comply with all insurance requirements herein shall be deemed a material breach of this Agreement.
- e. The insurance certificate furnished to Decatur 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 Decatur Public School's Business Office at 110 Cedar Street, Decatur, MI 49045.
10. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Decatur 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 Decatur 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 Decatur 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 Decatur Public Schools shall not relieve Contractor of its liabilities and obligations under this Paragraph 10 concerning Contractor's indemnity of Decatur 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 Decatur Public Schools.
11. **Default.** Decatur 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.
12. **Assignment.** Contractor shall not assign this Agreement without Decatur Public School's prior written consent.
13. **Time of the Essence.** Contractor agrees that timely, satisfactory performance of its Services is absolutely essential to the conduct of Decatur 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.
14. **Notices.** Contractor shall provide Decatur 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.

15. **Paragraph Captions.** The paragraph captions contained in this Agreement are for convenience only and have no legal force or effect.
16. **Payment.**
 - (a) Payment will be processed within thirty (30) days of receipt of invoice, assuming no discrepancies exist, after approval of request for payment. All invoices shall have invoice numbers printed on them. Final payment will be approved only after completion of all punch list items and receipt of all required documentation by owner.
 - (b) The Contractor is responsible for submitting all invoices within thirty days of the date for which services are rendered.
17. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Decatur 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 Decatur Public Schools and the Contractor.
18. **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 permitted pursuant to Paragraph 11.

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

DECATUR PUBLIC SCHOOLS

By: Superintendent

Signature: _____

Dated: _____

CONTRACTOR COMPANY NAME

By: Owner

Signature: _____

Dated: _____

Decatur Public Schools
PURCHASING DEPARTMENT

SNOW PLOWING SPECIFICATIONS

Snow to be plowed, using mutually agreeable methods, whenever accumulated depth reaches two inches (2") or more upon approval from the Director of Building and Grounds, the Superintendent or the Business Office Manager.

Contractor to quote unit prices per "push" at each site for two inches (2") to five inches (5") of snow fall depths and prices for five or more inches (5" +).

Contractor to quote price for snow blowing designated area sidewalks.

Contractor to quote price of salting, however, any plowing or salting needs approval by one of the above designated persons.

Give descriptions and show hourly rates, (including operators) for all available equipment – removal of snow from area or stacking of snow.

To arrange inspection of sites, contact Joe Parish, Facilities Director, 269-423-6903 or 269-436-0052.

Decatur Public Schools
District Office

SNOW REMOVAL BID PROPOSAL

1. TRACTOR/TRUCK SNOW PLOWING two to five inches (2”to 5”) of snow

Area 1 Main Complex Parking and Drives

**High School Parking Lot - Cedar Street
Middle School Parking Lot – Phelps Street
Davis-Middle School Bus “U” Drive (Phelps Street)
Davis Parking Lot – Edgar Bergen Drive
Back of High School Parking Lot and Drive**

For the sum of \$ _____ per plow

Area 2 Athletic Field Parking Area (Football Season Only if necessary)

For the sum of \$ _____ per plow

Area 3 Transportation Lot – Williams St.

For the sum of \$ _____ per plow

Contractor may enter discounted amount for all areas if awarded the entire contract if desired:
\$ _____ per plow

2. SNOW BLOWING

Area 1 Main Complex Sidewalks

High School Sidewalks and entries on Cedar Street
Davis and Middle School “U” Drive sidewalks and school entries
Davis Elementary Sidewalk - Edgar Bergen Drive Area
Sidewalk between High School and Middle School – Back of Building
Sidewalks between Middle School and Davis
Playground area at Davis

For the sum of \$ _____ for each “snow blowing”

Area 2 Athletic Field Parking Area (Football Season Only if necessary)

Sidewalk areas at parking area and into and around bleachers

For the sum of \$ _____ for each “snow blowing”

Contractor may enter discounted amount for all areas if awarded the entire contract if desired:
\$ _____ for each “snow blowing”

3. SALTING

Cost of Salting \$ _____ per pound

Cost of Salting \$ _____ per ton

4. PLOWING COSTS FOR FIVE INCHES (5") OR MORE OF SNOW

Area 1 Main Complex Parking and Drives

For the sum of \$ _____ per plow

Area 2 Athletic Field Parking Area (Football Season Only if necessary)

For the sum of \$ _____ per plow

Area 3 Transportation Lot – Williams St.

For the sum of \$ _____ per plow

5. CALL-BACK LABOR AND EQUIPMENT: Re-plowing at \$ _____/hr.

Sanding at \$ _____/ton

Salting at \$ _____/ton

Snow Blowing at \$ _____/hr.

6. COST FOR REMOVING SNOW FROM PREMISE

HAULING SNOW OFF SITE: _____ cubic yards/load at \$ _____/load.

**Decatur Public Schools
110 Cedar Street
Decatur, MI 49045**

Phone: 269-423-6800 Fax: 269-423-6849

BID PROPOSAL FORM

Bid Proposal Form

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

The Board of Education reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informalities therein. If in the Board's opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reasons of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Decatur 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: _____

Phone No: _____

Fax No. _____

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

Attest: _____

By: _____

Title: _____