



# **Request for Proposal**

## **Snow Removal Services**

August 26, 2020

Hartland Consolidated Schools  
Operations Department  
9525 East Highland Road  
Howell, MI 48843

## **Purpose**

Hartland Consolidated Schools is seeking bids for snow removal services of district facilities.

## **Timeline**

Bid Issued:	August 26, 2020
Pre- Bid Meeting:	Call to schedule appointment
Deadline for written Classifications:	September 4, 2020 @ 4pm
Bid Due Date:	September 11, 2020 @ 12pm
Opening of Bids Date:	September 11, 2020 @ 12:15pm
Commencement of Work:	November 1 – April 30

## **Submission of Proposal**

Description of the information and content required for your bid is attached. Please complete and add necessary information on additional sheets and return to:

Director of Operations  
Hartland Consolidated Schools  
9525 East Highland Rd  
Howell, MI 48843

Mark the return envelope:      “Snow Removal Services”  
Contractor Name  
Contractor Address  
Contractor Telephone Number

**Late Proposals:** All responses must be printed and signed. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Hartland Consolidated Schools. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

**Returned Proposals:** All proposals received after the due date will be unopened and made available to the respective contractor for pick-up, at its sole cost and expense.

**Signed Proposal:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking

officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

**Copies of Proposal:** The contractor shall submit the original proposal and two (2) completed copies of the signed original proposal.

**Opening of proposals:** At a specified location and due date as stated above all submitted proposals will be publically opened and read aloud at **12:15pm**. All interested parties may attend the proposal opening. No decision will be rendered at the proposal opening.

**Email Clarifications:** The district intends to communicate with contractors via email (example: clarifications and addendums). Except for the delivery of the proposal itself.

**Additional Clarification Request:** Prospective contractors may request that the district clarify information contained in this RFP. All such requests must be made in writing via email. The district will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The district will not respond to any Request for Clarification received after **4 p.m. on September 4, 2020.** Requests for Clarification and inquiries must be made via e-mail.

All Requests for clarification must be directed to Matt Marino, Director of Operations, [mattmarino@hartlandschools.us](mailto:mattmarino@hartlandschools.us). With a Subject line: **Snow Removal Services RFP Clarifications**

No response will be made to any oral questions. All questions and answers will be posted on the School District's website. It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.

**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 any Contractor's Proposal with the District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except for additional Requests for Clarification in accordance with the paragraph above, or as otherwise required by applicable law.

**RFP/Proposal Information Controlling:** The 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.

**Reservation of Award:** The contract will be awarded to the responsible bidder whose proposal is within the competitive range and determined to be the most advantageous to the Hartland Consolidated Schools. Price, experience, references and other factors are considered. Hartland Consolidated Schools reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn.

The Board of Education or its designee reserves the right to reject any or all bids, in part or in total, for any objective or subjective reason whatsoever. Late bids will not be opened.

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

## **Contractor Requirements**

Contractor shall be responsible for all services outlined in the specification in attachment A.

Contractor shall be responsible to obtain waste containers for the removal of all its waste materials, rubbish and packing materials resulting from his/her operations. If installer fails to clean up within seven (7) days after completion, the Owner may do so, and the cost thereof shall be charged to the Installer as a deduction in its contract price.

Contractor shall provide an adequate number of qualified, experienced personnel capable of performing the required work within the time frames set forth in Owner's schedule. All workmen and subcontractors performing work shall be skilled in their respective trades.

Bidders shall be a reputable, recognized organization with at least five years successful experience on work of this type. References of three (3) accounts now being serviced, for which comparable work has been performed, must be furnished. Failure to include references may be ample cause for rejection.

The bidder is required to attend mandatory pre-proposal meeting, if any, as outlined in these documents. Each bidder shall compare the premises with the specifications and be satisfied as to the conditions affecting the services to be provided before submitting their proposal. No allowance or extra consideration on behalf of any bidder will subsequently be allowed by reason or error or oversight on part of the bidder.

The bidder shall be responsible for all final measurements.

The Owner shall conduct a final inspection of project to assure that all work performed meets specifications.

The Contractor must secure all equipment and materials at the site. Contractor shall be responsible for any and all damages to existing building or grounds, sustained as a result of work under this Contract, caused by either the installation of its work or in the delivery of materials and equipment for its use. The cost of repairing or replacing such damage shall be borne by the responsible Contractor. The repair or replacement work shall be done in a manner as to leave the facilities in the same condition as before the damage occurred, to the complete satisfaction of the Owner. The Contractor is responsible for all damages and losses until the installation has been completed and accepted by the Owner.

Installer shall identify one person, acceptable to the Owner, who shall act as liaison with the Owner. This individual should have the authority to make decisions on behalf of the installer.

Satisfactory Workers Compensation insurance and liabilities and property damage insurance must be maintained and paid for the Contractor at all times work is performed.

Commercial General Liability Insurance is required as follows: on an “Occurrence Basis” with limits of liability not less than \$1,000,000 each occurrence, \$3,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Contractor’s Coverage; D) Broad Form General Liability Extensions or equivalent; E) Deletion of all Explosion, Collapse and Under group (XCU) Exclusions, if applicable.

Professional Liability Insurance (Errors & Omissions): of \$1,000,000 each occurrence and \$3,000,000 annual.

Workers Compensation including Employer’s Liability Coverage: of \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.

### **Specifications**

See ATTACHMENT A for specifications for clearing of snow and ice of all parking lots, loading docks and related drives on school district facilities. Note: Equivalents may be considered; however, proposals for equivalent materials must be disclosed as an exception to the terms and conditions of this RFP.

### **Contractual Information**

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

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

Performance Bond: Successful Contractors whose Proposals are \$50,000 or more will be required to furnish Performance and Payment Bonds, in a form satisfactory to the District, in the amount of 100% of its Proposal by a Treasury listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Payment

Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney. The cost of the Bonds shall be included in each Proposal.

**Bid Bond:** Bids over \$23,126.00 must be accompanied by a certified check or Treasury listed bid bond, as listed in U.S Dept. of Treasury Circular 570, in minimum amount of 5% of bid amount. Please include this. Bids not received without this guaranty will not be read or considered.

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

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

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

**Pricing:** Prices quoted are to be F.O.B. to Hartland Consolidated Schools. All purchases prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

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

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

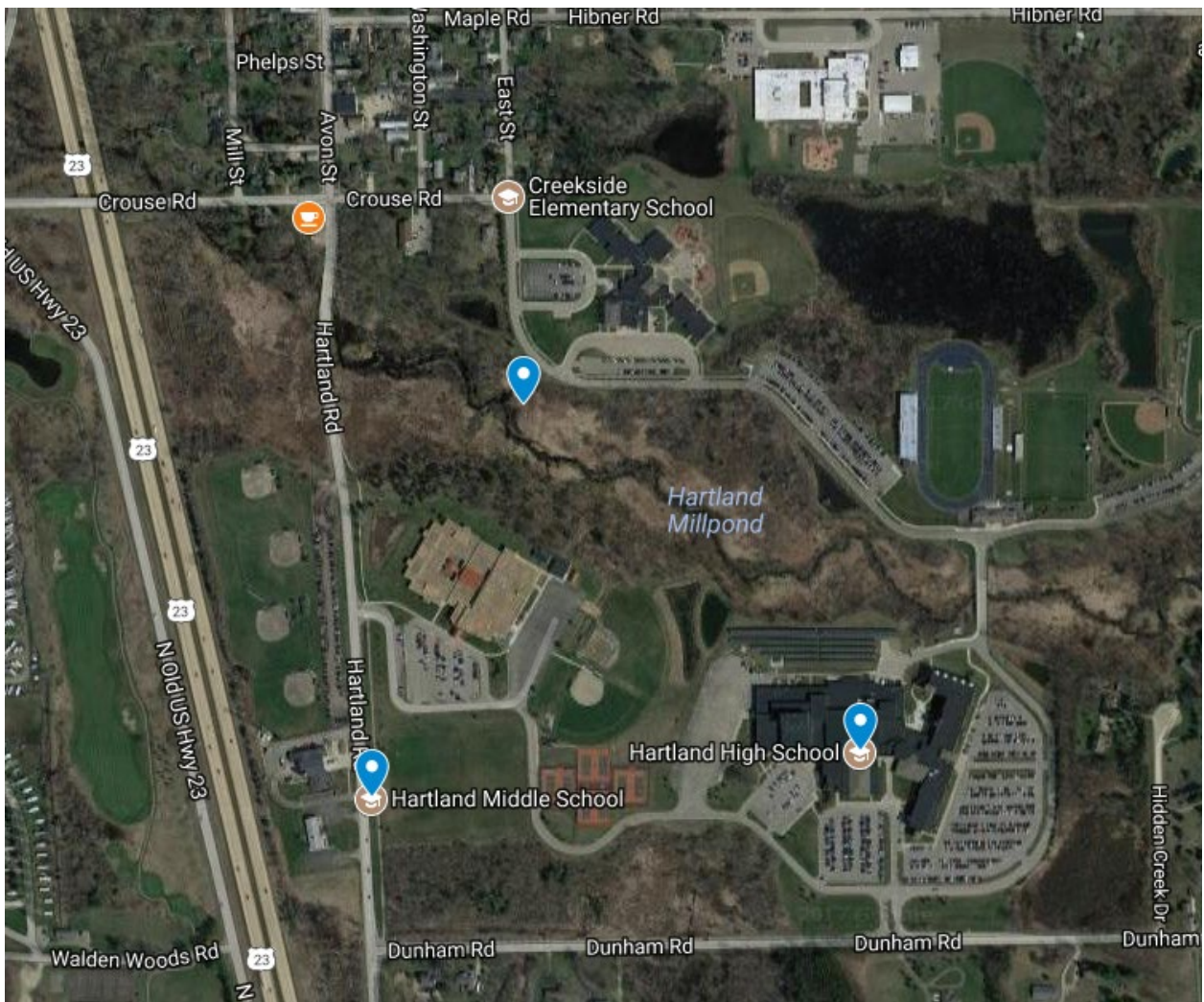
Competition: The name of a model, manufacturer or brand in this RFP shall not be considered as exclusive of other brands. Brands and models specified in this RFP are preferred. The District expects all supplies, materials, equipment or products bid by a Contractor to meet or exceed the Specifications set forth in this RFP. Further, it is the District's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The School District in its sole and absolute discretion shall have the right to determine if the proposed equivalent products/brands submitted by the Contractor meet the Specifications contained in this RFP and possess equivalent and/or better qualities. It is the contractors' responsibility to notify the District in writing if any specifications or suggested comparable equivalent products/brands require clarification by the District prior to the Due Date of the Proposals. Any and all deviations from the Specification must be noted on the Proposal Form.

## **ATTACHMENT A**

### **Locations**

The Contractor will be responsible for clearing snow and ice, and for distributing salt/ice-melt in all parking lots, loading docks and related drives on all School District Facilities. The Contractor shall be responsible for ALL parking lot loading docks and driveway areas as shown on the building maps (red sections). Below is a list of all district **buildings requiring snow removal and salting**. Parking lot sizes are approximate and contractor is responsible for exact measurements.

- |                                |                    |
|--------------------------------|--------------------|
| 1. Hartland High School        | 10635 Dunham Rd.   |
| 2. Ore Creek Middle School     | 3250 N Hartland Rd |
| 3. Creekside Elementary School | 3480 East St.      |



## Scheduling



The Contractor shall ensure that all designated areas shall be completely plowed and cleared of snow/ice. All surfaces, including parking lots, driveways, etc. must be cleared of snow and have salt applied at least two (2) hours prior to the start time for each facility. Snow clearing and salt application must be completed by the times listed below.

High School – 6:00am

Ore Creek Middle School – 6:00am

Elementary Schools – 7:00am

On non-school days the schedule for plowing and salting is to be coordinated with HCS Director of Operations so that snow removal and salting is completed 2 hours before any scheduled events. Should Hartland Consolidated Schools cancel school the contractor shall still be responsible for clearing snow. Contractor shall work with the Director of Operations to prioritize needs to allow access to buildings. In most cases ALL snow should be cleared by approximately 10:00am.

Snow removal must be available at the Contractor's pricing 24 hours a day, 7 days a week, including holidays.

The Contractor will have salt vehicles and services available for "on call" services, twenty-four (24) hours a day, seven (7) days a week, the Director of Operations may call for services. Response time to any facility is required in thirty (30) minutes.

The Contractor shall be responsible for plowing snow from and applying salt/ice melt to the School District's facilities on all days, including weekends and days school is not in session, to accommodate use of those parking areas by the community.

### **Specifications / Requirements**

The Contractor, prior to the first snowfall shall check all areas to note borders, hedges, and pipes.

The Contractor shall mark all permanent hazards including fire hydrants with a flag, if needed, to prevent hitting them after heavy snow. Hydrants shall not be covered over during removal process and must be cleared of snow so hydrants are accessible.

When snow is drifting and snow continues to fall after the snow has been initially plowed/removed, Contractor may be required to clear the designated areas as needed to assure maximum safety for facility users.

Snow removal shall occur when one (1") inch or more of snow/sleet etc. accumulates on the ground surfaces, including parking lots, loading docks, driveways, etc. Snow removal shall occur as to maintain all surfaces, including parking lots, driveways, etc., in a "slip free" condition, to be cleared of snow and ice at all times. Owners reserve the right to request additional snow removal as needed.

Salting shall occur when ¼" of snow/sleet or freezing rain accumulates on the ground surfaces, including parking lots, loading docks, driveways, etc. Salting shall occur as to maintain all surfaces, including parking lots, loading docks, driveways, etc., in a "slip free" condition. Owner reserves the right to have the contractor salt at other times, including

weekends or evenings. Owner reserves the right to postpone snow removal operations when weather, financial or other conditions necessitate a reduction of snow removal services.

Snow/sleet, must be removed from the ground surfaces (i.e., parking lots, loading docks, driveways, 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. Repairs shall be completed by May 1<sup>st</sup> of that snow season.

The Contractor is required to check parking lots and driveways and salt as needed maintaining "slip free" pavement. Contractor shall remove any ice covered areas. The Contractor may be called back if the district Operations Director feels that areas are not "slip free" or areas were not cleared or maintained properly. The Contractor shall respond as outlined in section C.

The Contractor shall spread salt/ice melt only at spread rates approved by the School District.

All Snow Removal Services must be available at the Contractor's pricing between November 1 and April 30.

Under no circumstances shall the Contractor dump or store snow from other locations on School District property.

Non-approved Snow Removal Services will not be paid for.

The use of tobacco products is prohibited on school property at all times.

All work must be performed by the Contractor; Sub-contracting must be approved by the Director of Operations.

Clearing of snow and ice from sidewalks is not included in this contract.

The contractor shall monitor the districts building activities schedules, athletic schedule, Community Education events to insure safe conditions during ALL events. A weekly events schedule will be provided. Questions regarding events shall be directed to the Operations Department.

Contractor will push all snow to areas designated by the owner. If snow is pushed or plowed into inappropriate areas, the contractor will remove the snow at the contractor's expense. At the High School site all parking spaces should be free of snow or snow piles at all times.

Alternate #4 – The contractor will provide the location of a salt bin which should be within a 15 minutes' drive time from district facilities. Contractor will be responsible for loading

of district salting equipment when requested (Monday – Sunday, Day or Night) (salt will be supplied by the Livingston County Road Commission but may be stored at the contractor’s site)

Alternate #5 – The contractor will transport salt from the Livingston County Road Commission storage bin to the contractor’s salt bin.

### **Services/Equipment/Supplies Provided by Contractor**

100% of all labor, equipment, supplies and materials to provide the services described in this section are the responsibility of the Contractor.

Provide a list of ALL service vehicles that will be used to perform the snow removal and salting services for HCS. List them on the form labeled “Exhibit 1” and return with sealed bid.

### **Services/Equipment/Supplies provided by HCS**

HCS will NOT provide any labor, equipment, supplies or materials for the use of this Contractor. HCS will also not provide storage for supplies or equipment.

### **Anticipated Work Load**

As needed from November 1 through April 30 of each year.

### **Basis of Pricing**

The District is seeking price quotes for all Snow Removal Services, broken down into management and labor. This pricing shall be fixed for all three (3) years of the Term. The Contractor shall provide snow removal as outlined in this bid packet of all drives, loading docks and parking lots after one inch (1”) of snow accumulation or more.

The Contractor shall provide salting/de-icing of drives, loading docks and parking lots as outlined in this bid packet.

**Base Bid** - The Contractor shall provide “lump sum” pricing for all services all season.

**Alternate 2** - The Contractor shall provide a “per push” for snow removal

**Alternate 3** - The Contractor shall provide a “per salt” charge.

**Alternate 4** - The Contractor shall provide pricing to load bulk salt to be used by the district. (per ton)

**Alternate 5** - The Contractor shall provide pricing to transport bulk salt from LCRC to contractors site. (per ton)



Snow Push Areas

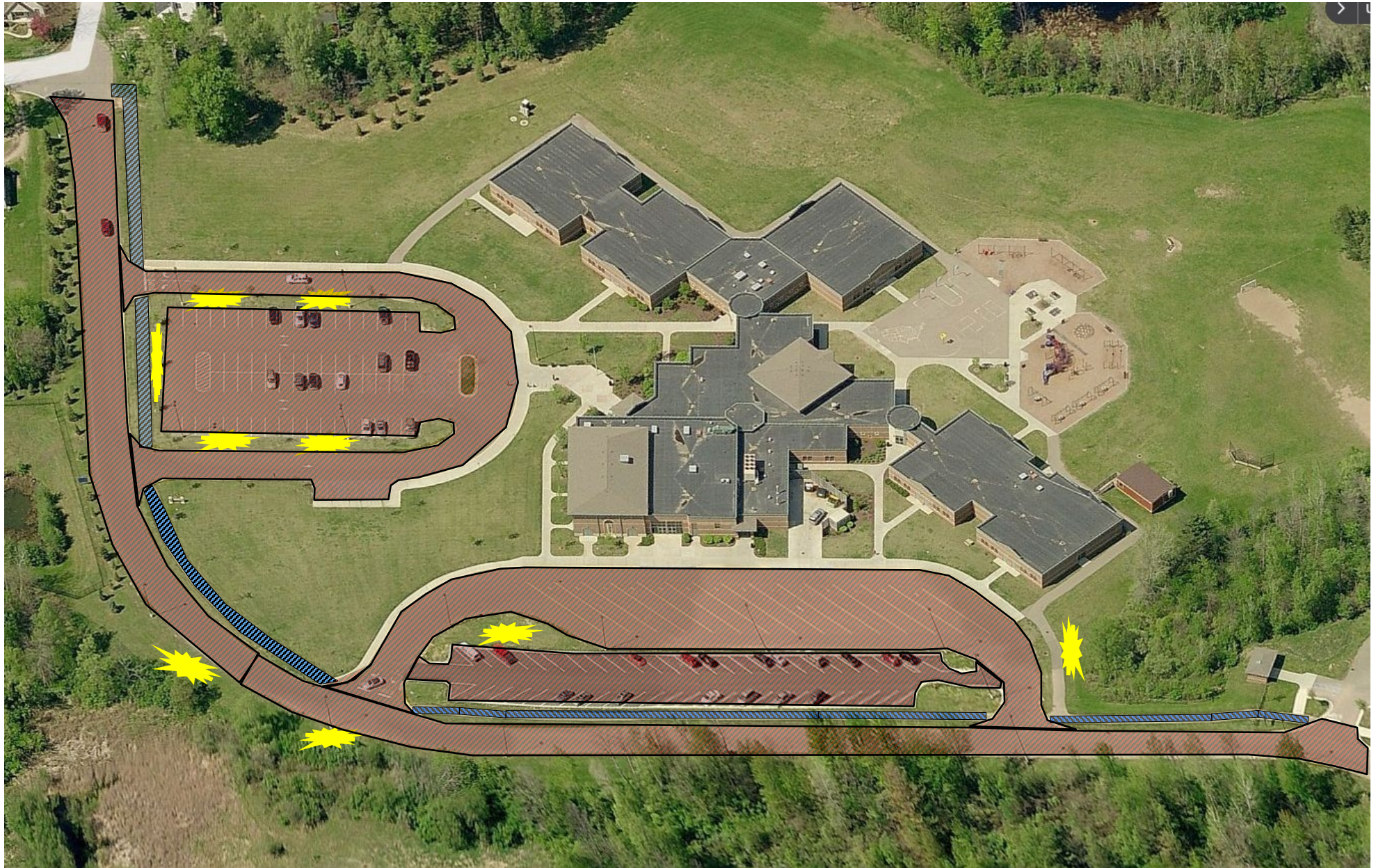
# Creekside Elementary School

3480 East Street Hartland, MI 48353

Parking Lot— 

Sidewalks—GRBS (Snow blowers)

HCS Utility— 





Snow Push Areas

# Hartland High School

10635 Dunham Road, Hartland, MI

Parking Lot— 

Sidewalks—GRBS (Snow blowers)

HCS Utility— 






Snow Push Areas

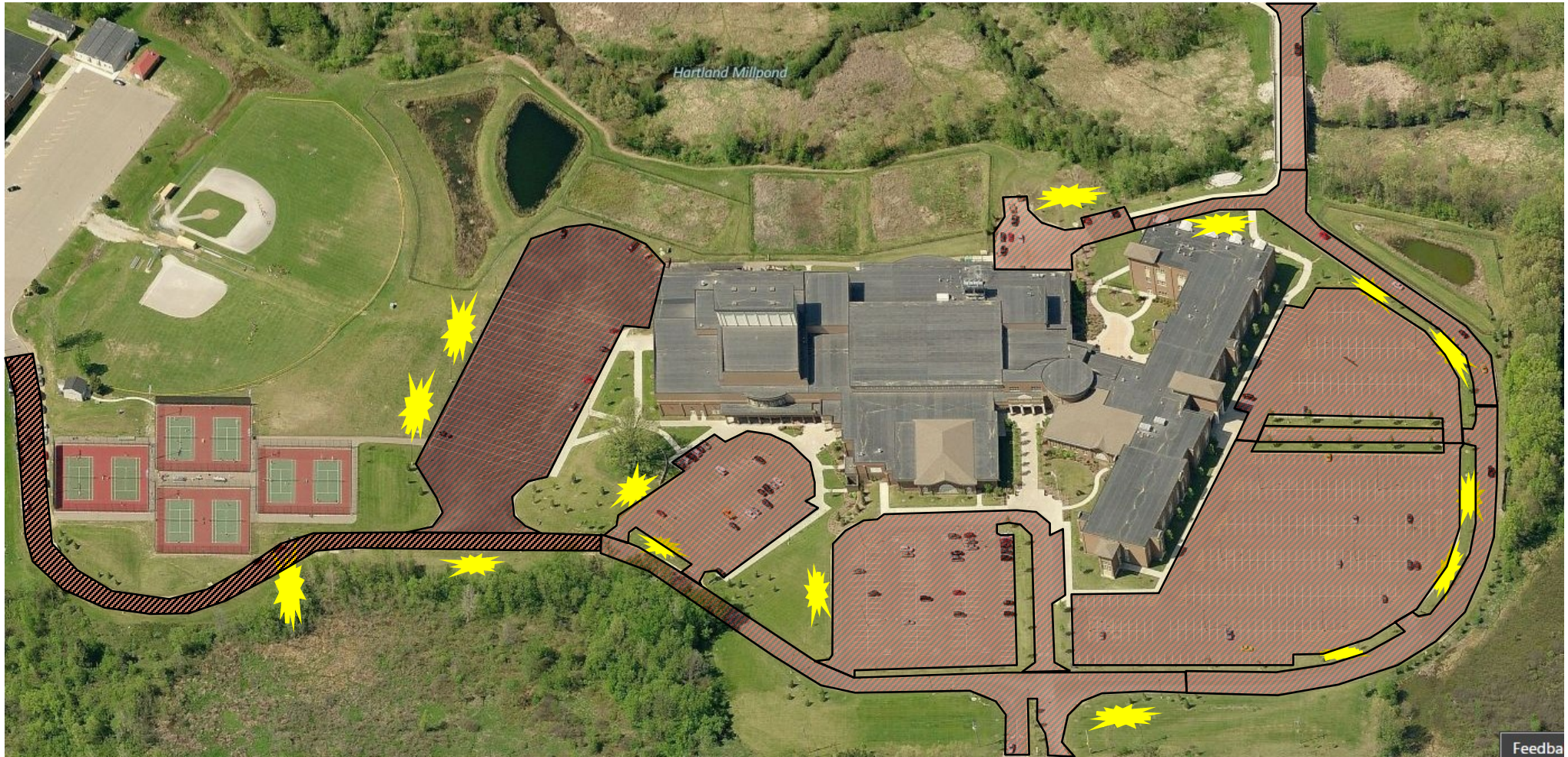
# Hartland High School

10635 Dunham Road, Hartland, MI

Parking Lot— 

Sidewalks—GRBS (Snow blowers)

HCS Utility— 






Snow Push Areas

# Ore Creek Middle School

3250 North Hartland Rd Hartland MI

Parking Lot— 

Sidewalks—GRBS (Snow blowers)

HCS Utility— 



**BID PROPOSAL FORM – SNOW / ICE REMOVAL MATERIALS**

Contractor's Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ (Work #) \_\_\_\_\_ (Cell #)

Are you able to hold your pricing for three years?

\_\_\_\_\_ YES \_\_\_\_\_ NO (if no % increase) \_\_\_\_\_ %

<b>Facility</b>	<b>Base Bid (per facility)</b>	<b>Alt. # 2 (per push, per facility)</b>	<b>Alt. # 3 (per salt, per facility)</b>
Hartland High School			
Creekside Elementary			
Ore Creek Middle School			
<b>Total</b>			

**Alt. 4 - \_\_\_\_\_ (per ton)**

The Contractor shall provide pricing to load bulk salt to be used by the district. (per ton)

**Alt. 5 - \_\_\_\_\_ (per ton)**

The Contractor shall provide pricing to transport bulk salt from LCRC to contractors site. (per ton)



**ATTACHMENT B**

SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

***Important: This disclosure statement must be included with your bid as required by state law (Public Act 232 of 2004).***

*As required by Public Act 232 of 2004, all bids shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Boards of Education, the Superintendent of Schools, or the Business Manager of the Hartland Consolidated Schools:*

**The Hartland Consolidated Schools' Board of Education shall not accept any bid that does not include this sworn and notarized disclosure statement**

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to the familial disclosure requirement provided in the attached invitation to bid, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of the company, and any member of the Board of Education, the Superintendent of Schools, or the Business Manager of the school districts listed above. If such a relationship exists, please explain:

BIDDER'S FIRM NAME: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

Subscribe and sworn before me on this \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_\_\_, a Notary Public

In and for \_\_\_\_\_ County,

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**ATTACHMENT C**

**SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE IRAN ECONOMIC  
SANCTIONS ACT  
Michigan Public Act No. 517 of 2012**

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid.

**The Hartland Consolidated Schools Board of Education shall not accept any bid that does not include this sworn and notarized certification of statement.**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the Bidder), pursuant to the compliance certification requirement provided in the Hartland Consolidated Schools Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The Bidder 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 two (2) times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the Hartland Consolidated Schools 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 it is determined that the person has submitted the false certification.

BIDDER'S FIRM NAME: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

Subscribe and sworn before me on this \_\_\_\_\_

Day of \_\_\_\_\_, 20\_\_\_\_, a Notary Public

In and for \_\_\_\_\_ County,

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

# Exhibit 1

## Equipment List

The following vehicles will be made available for snow plowing at  
Hartland Consolidated Schools.  
(Please provide pictures)

	Make	Model	Year	License Plate Number
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				