

Byron Center Public Schools

Request for Proposals:

Snow Removal Services



Issue Date August 1, 2024

Byron Center Public Schools (the “School District”) is desirous of receiving services for Snow Removal Services. The purpose of this Request For Proposals for Snow Removal Services (the “RFP”) is to obtain sealed proposals from professional and qualified vendors who can provide the Snow Removal Services in accordance with the terms and conditions of this RFP. The School District expects a three (3) year contract, starting with snow removal services in the Fall of 2024 and ending in the Spring of 2027. The School District may select one or more experienced and qualified vendor(s) to proceed with the negotiation process from those submitting Proposals. Past experience will also be judged through the references of each entity. Bidders may **elect one or more** of the locations listed, however preference in awarding the bid will be given to contractors who offer both services at **all** building locations listed.

SCHOOL DISTRICT PROFILE

The School District operates ten (10) buildings, which include elementary, middle school, high school, transportation and administrative buildings. The School District desires Snow Removal for ten (10) buildings.

PROPOSAL PRE-BID MEETING

A pre-bid meeting will be held by the School District at which issues and questions with this RFP will be addressed and attendees will be given the opportunity to view District maps.

Pre-Bid Meeting is: August 12, 2024 at 11 a.m.

**Byron Center Public Schools
District Services Building
8542 Byron Center Ave. S.W.
Byron Center, MI 49315**

PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for submission of Proposals in response to this RFP is:

August 28, 2024 at 9:00 a.m. Local Time (the “Due Date”)

All Proposals must be delivered to the School District’s Administration Office on or before the Due Date as follows:

**Byron Center Public Schools
Attn: Tamera Powers, Chief Financial Officer
8542 Byron Center Ave. S.W.
Byron Center, MI 49315**

All Proposals must be marked “Snow Removal Services Proposal” in the lower left hand corner of the Proposal package.

Oral, E-Mail or Facsimile Proposals will not be accepted. Any Proposals received after the Due Date listed above will not be accepted or considered and will be made available to the respective vendor, unopened, for pick-up at the vendor’s sole expense.

At the specified location and Due Date stated above, all timely submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

Proposals must be presented in the format requested. Proposals not submitted in the prescribed form may be rejected at the sole discretion of the School District. Vendors are to provide two (2) hardcopies of any Proposal within the sealed package.

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the contract to other than the

lowest bidder. The School District reserves the right to request additional information from any or all bidders. All Proposals shall be considered firm for ninety (90) days after Due Date for Proposals.

Requests for clarification or questions on bidding procedures or specifications may be directed to Doug Gallup, Byron Center Public Schools District Services Coordinator dgallup@bcpsk12.net by **August 19, 2024 at 9:00 a.m.**

From the issue date of this RFP until a vendor is selected and the selection announced, a prospective vendor shall not communicate about the subject of this RFP or a vendor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, except for Doug Gallup at Byron Center Public Schools dgallup@bcpsk12.net

The School District intends that all vendors 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 vendor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a request for clarification/question or other written response thereto, or in the Proposal.

A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

Each vendor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same subject matter and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

The following outlines the information that must be provided by each vendor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Proposals must: (i) demonstrate an understanding of the scope of services desired under this RFP; (ii) services, including the features of each, proposed by the vendor; and (iii) include all necessary information to enable the School District to thoroughly evaluate each vendor's overall experience, expertise, qualifications and ability to deliver the services in accordance with the requirements and obligations of this RFP. Each Proposal shall also include any other information or explanations that the vendor feels is/are significant with respect to the School District making an informed decision relative to its Proposal.

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I. General Vendor Information

The following items are of interest to the School District concerning each vendor. As a quality business relationship is important, each vendor should include anything else it feels the School District should understand about its company and/or Proposal. Please answer the following questions if they are applicable. If not, please indicate with a "N/A" response.

- A. What is the legal name of your company?
- B. Please state the number of years your company has been in business.
- C. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?
- D. What are the headquarters' location address and relevant phone numbers?
- E. What is the company ownership structure?
- F. How many employees do you have locally?
- G. Provide a list of **ALL** equipment used for snow removal and the year of the equipment.
- H. Outline the insurance coverage you carry.
- I. Provide Federal tax identification number.
- J. Describe all past and present lawsuits or legal actions that your company has had in the past three years. Also, please state whether these actions have had a material effect on the financial condition of your company.
- K. Explain your ability to provide service of snow removal.
- L. Has your company filed for "Chapter 11" within the past five years? If yes, how will this affect your ability to provide service?
- M. What kind of geographical classification applies to your company?
 - 1. Local: (i.e., operates only one city)
 - 2. Regional: (i.e., operates only in one geographical location)
 - 3. Multi-Regional: (i.e., in more than one region but not national)
 - 4. National: (i.e., provide services across the U.S. only)

II. Organizational Structure and Philosophy

- A. How is your organization structured locally and how does this structure support your ability to provide the services you are proposing?
- B. What differentiates your organization from your competition?
- C. Describe your customer satisfaction guarantees of the services in your Proposal.

III. Staffing

- A. How many Service Staff do you have in the local area?
- B. Please attach an organizational chart of your support teams for the School District, locations, indicate their names, titles, telephone numbers, areas of responsibility, years of experience in the industry, current organizations each team member is providing service to and years with your company.
- C. Outline your training programs for your Service Staff.

IV. Snow Removal Specifications

The following minimum specifications must be followed in regards to snow removal on The District's properties:

- A. All snow in access of two (2) inches will be removed at least one (1) hour before the starting time of each building when school is in session and before scheduled building activities.
- B. Salting of sidewalks and parking lots is **not** part of the base contract. Please provide a separate cost as indicated on the "Snowplowing Bid Form".
- C. Snow removal service shall include all driveways and parking lots.
- D. Pedestal signs that are moved as a result of snow removal must be put back in the appropriate location at the completion of each snow removal event.
- E. The District Services Coordinator will make final decisions when questions arise as to whether plowing is necessary.
- F. Each bidder shall file a certificate of insurance naming The District as a co-insured party. Minimum amount shall be \$2,000,000.00 in liability and property damage.

- G. Each bidder will agree to replace and or repair anything damaged as a result of snow removal. This includes but is not limited to turf, shrubbery, trees, benches, and curbs. All repairs must meet the approval of the District Services Coordinator and shall be completed by no later than April 15 of each season.
- H. Unsatisfactory service, as determined by the District Services Coordinator, shall result in immediate termination of the contracted service.
- I. If bidder requires a minimum guaranteed number of “pushes”, this number needs to be indicated in the bid along with cost per push for this amount and cost per push for any times over the minimum amount.
- J. Attached forms **must** be filled out completely. Attachments can be used if needed.
- K. Bids must be firm and guaranteed for the 2024/25 through 2026/27 winter seasons, three (3) years.
- L. All City, County, and State rules and regulations are to be followed by employees while working on school district properties.
- M. No employees with felony or larceny convictions are to perform work on school district properties.
- N. Contractor must provide a copy of workers compensation and liability insurance coverage annually.
- O. **INVOICE AND PAYMENT:** The Company providing snow removal services will invoice The District each calendar month. Every invoice must list the date’s snow removal services were rendered and the total number of pushes required at each location per snow event. Payment will be made within fifteen (15) working days of the receipt of the invoice or as stated terms on invoice, whichever is greater.
- P. **Please provide a breakdown cost per push of a Building.** Also a cost for a half push, full push and a push and a half for the District.

V. **Other Financial Considerations:**

- I. What are your acceptable forms of payment?

VI. **References**

- A. Please provide four local references where you have provide similar services. (Preferably located within the counties of Allegan, Barry, Kent, Ionia, Montcalm, Muskegon, Newaygo, or Ottawa).

VII. Required Attachments

A. Please provide the following:

1. Sample Contract – (**Appendix F**)
2. Terms and Conditions
3. W-9 Form
4. Service Guarantee
5. Familial Relationship Disclosure Form (**Appendix C**)
6. Snow Removal Bid Form (**Appendix H**)

Appendix A: Snow Removal Building Locations

Building	Address	Starting Time
Administration Office	8542 Byron Center Ave	6:00am
Early Childhood Center	2300 84 th St	5:30am
Bus Garage	8542 Byron Center Ave	5:00am
Heritage Elementary	8630 Byron Center Ave	8:00am
Nickels Intermediate	3100 84 th St SW	7:30am
West Middle School	8654 Homerich Ave	7:30am
Marshall Elementary	1756 64 th St SW	8:00am
High School	8500 Burlingame Ave	7:30am
Brown Elementary	8064 Byron Center Ave	8:00am
Countryside Elementary	8200 Eastern Ave	8:00am

- All drives and parking areas, should be clear of snow at least one (1) hour prior to the above listed times.
- Salting of sidewalks and parking lots is **not** part of the base contract.
- Please provide a separate cost as indicated on the “Snowplowing Bid Form”.
- Some of the buildings have a 5:30 am start time. This is due to Day Care programs.

Appendix B: Familial Relationship Disclosure Form

All Bidders must complete the following familial disclosure and attach this information to the bid.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of the Byron Center Public Schools Board of Education, Superintendent, School Director or Principal. Byron Center Public Schools will not accept a Proposal that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position and familial relationship or NONE.)

Signature(s): _____ Title _____

Name of firm:

STATE OF MICHIGAN)
) SS
COUNTY OF)

On this _____, 20____, before me a Notary Public in and for said county, personally appeared _____, agent of the said firm _____ and who acknowledged the same to be his free act and deed as such agent.

Notary Public

Appendix D: Certificate of Liability Insurance

Appendix E: Organization Charts

Appendix F: Sample Contract

The School District expects each vendor to include its appropriate purchase or leasing documents in its Proposal for consideration by the School District. Submitted contractual documents of the successful vendor may be subject to negotiation, and the following terms and conditions shall be included or incorporated into any purchase or leasing document between the School District and the selected vendor. For purposes of these provisions, “Contractor” means the successful vendor; and “Agreement” means the contractual document entered into between the School District and the successful vendor.

1. **Insurance.** Contractor agrees that it shall maintain commercial general liability and automobile liability coverage with minimum combined single limit, bodily injury and property damage liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence/aggregate. Contractor further agrees that it shall maintain workers’ compensation coverage with statutory limits and will also maintain employers’ liability coverage with a limit of at least One Million Dollars (\$1,000,000.00) for each accident. School District is to be included as an additional insured on both the commercial general liability. The general liability are to be issued on an occurrence-made basis. Contractor agrees to provide School District with current, valid insurance certificates evidencing required coverages under the Agreement with required policies or certificates of insurance properly endorsed to give School District at least thirty (30) days’ notice of cancellation or material reduction of insurance coverage. Insurance provided by Contractor must be placed with insurers that meet a minimum Best financial rating of A:10.
2. **General Indemnification.** Contractor agrees to indemnify and hold harmless and defend the School District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of the (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees and agents; (ii) any breach of the terms of the Agreement by Contractor; or (iii) any breach of any representation or warranty by Contractor under the Agreement.
3. **Governing Law.** The Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan.

Appendix G: Snow Removal Bid Form

All bids are due by 9:00 a.m. on September 4, 2024

Name of Company _____

Address _____

Number of years that you have provided this type of service _____
(Please provide references)

Description of vehicles you will use to provide services:
(Include width of blades and year and type of vehicle)

Minimum number of pushes required by vendor/contractor _____

Guaranteed bid amount per push at each building _____

Cost per push if over minimum required amount _____

Guaranteed bid amount for entire district per push _____

Guaranteed bid amount for any additional loader work per hour _____

Number of employees assigned for snow removal _____

Approximate hours that you feel will be required to plow entire district _____

Separate Bid

Cost to provide salting/ice removal treatment to all parking lots
and driveways at all buildings listed. This does not include sidewalks. _____

I agree to abide by all of the provisions stated in the bid letter if I am awarded the snowplowing contract by the Kenowa Hills Board of Education.

Date: _____

Company: _____

Signature: _____

Title: _____