# Request for Proposal

**Snow Removal** 

AUGUST 2021

#### **ISSUED BY**

CROSWELL LEXINGTON COMMUNITY SCHOOL DISTRICT

#### **REPRESENTATIVE**

RACHEL SAUNDERS RSAUNDERS@CROSLEX.ORG (810)679-1025

## **Introduction & Background**

The Croswell-Lexington Community School District is accepting proposals in response to this Request for Proposal (this "RFP," or this "Request for Proposal") in order to find a qualified source to provide Snow Removal Services.

The objective of this Request for Proposal is to locate a source that will provide the best overall value to the Croswell-Lexington School District's Property. While price is a significant factor, other criteria will form the basis of our award decision, as more fully described in the Evaluation Factors section of this Request for Proposal below.

Any bidder submitting a proposal is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claim based on lack of knowledge of existing conditions.

All site visits will require pre-approval from Rachel Saunders, Director of Facilities and Operations, at least 24 hours in advance. All visitors on Croswell Lexington Community School District campus must check in at the front office and be issued visitors badges prior to proceeding with any other activity.

## **Submission Guidelines & Requirements**

The following submission guidelines & requirements apply to this Request for Proposal:

 First and foremost, only qualified individuals or companies with prior experience on projects such as this should submit proposals in response to this Request for Proposal.

- 2. Bidders intent on submitting a proposal should notify the representative identified on the cover page no later than September 3rd, 2021.
- 3. Bidders must list at least two projects that are substantially similar to this project as part of their response, including references for each.
- 4. A price proposal must be provided that is not more than two pages. This price proposal should indicate the overall fixed price for the project.
- 5. Proposals must be signed by a representative that is authorized to commit to the bidder's company.
- 6. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiation.
- 7. Proposals must be received prior to September 10th, 2021 at 2pm to be considered.
- 8. Proposals must remain valid for a period of 45 days.
- 9. Proposal shall be submitted in an envelope marked on the outside with the vendor's name, address, and "#2-RFP-FCL-2021 Snow Removal". (Oral, email, or facsimile proposals will not be accepted. Please submit one original and one copy of the proposal to:

Croswell Lexington Community School District
Attn: Rachel Saunders- Director Facilities and Operations
15 S. Howard Avenue
Croswell, MI 48422
Telephone 810-679-1025

10. Croswell-Lexington Community School District anticipates selecting at least two individuals or firms to have more in-depth discussions with, and will make an award to one of these "down-selected" individuals or firms.

## **Services Solicited**

#### The description of the project is as follows:

 Snow Removal Services located at Meyer Elementary School and The Community Building:

> Meyer Elementary School 7201 Lake St. Lexington, MI 48450

And:

7178 Boynton St. Lexington, MI 48450

2. Snow Removal Services located at Frostick Elementary School:

Frostick Elementary School 57 S. Howard Ave. Croswell, MI 48422

3. Snow Removal Services located at Geiger Elementary School:

Geiger Elementary School 15 S. Howard Ave. Croswell, MI 48422 4. Snow Removal Services located at the **High School**:

Croswell Lexington High School 5461 E. Peck Rd. Croswell, MI 48422

5. Snow Removal Services located at the Middle School:

Croswell Lexington Middle School 5485 E. Peck Rd. Croswell, MI 48422

6. Snow Removal Services located at the **Bus Garage**:

14 S. McMoran St Croswell, MI 48422

# **Project Scope**

The scope of the project entails snow removal services for one year with a possible one year extension upon mutual agreement of Croswell Lexington Community School District and the vendor. The term of Agreement shall commence on the day the Agreement is signed by both parties and is effective for the 2021-2022 school year.

Snow removal services are described as such:

- 1. All drives around buildings.
- 2. All parking Lots.
- 3. All driveable sidewalks/entrance ways as per walk through.
- 4. (All other parking lots/drives, etc. as needed and requested).

Upon the accumulation of Two (2) or more inches of snow, a selected bidder is required to plow snow from the areas described under *Services Solicited*. Snow plowing of all areas described under *Services Solicited* must be completed by 6:30am on school days. The Director of Facilities and Operations will establish the order in which the areas identified are to be cleared.

Due to the presence of students, staff, vehicles, and other people and/or activities associated with the regular operation of the District's schools, all snow plowing activities must cease at 6:30am unless otherwise directed or requested by the Facilities Director. The selected bidder will complete as much plowing as time allows.

If Two (2) or more inches of snow accumulate during the regular school day, the selected bidder must wait until school is excused for the day before plowing the areas described under *Services Solicited*, unless instructed otherwise.

If the District requires snow plowing services on Saturdays, Sundays, vacation days, or holidays, the Director of Facilities and Operations will instruct the selected bidder as to when and where such services are to be performed.

### **General Conditions and Provisions**

**GENERAL INDEMNITY:** The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Croswell Lexington Community School System, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the System or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the System or System officials (including administrators, agents,

and employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the System or System officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts listed in the insurance coverage requirements below. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Croswell Lexington Community School District (including any member of the Croswell Lexington Community Schools Board of Education). All Contractors must also disclose in writing with their proposal the name of any employee of System who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contactor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

**ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify the school district of any omissions or errors found in this document.

**INSURANCE COVERAGE:** During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation - The Contractor shall provide and maintain Workers
Compensation Insurance, as required by the laws of Michigan, as well as employer's
liability coverage for bodily injury per accident. This insurance must include and cover all
of the Contractor's employees who are engaged in any work under this contract.

General Liability – The Contractor shall provide and maintain General Liability Coverage per person and per occurrence for bodily injury, personal injury and property damage.

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Michigan. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Michigan. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Michigan laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

**OTHER INSURANCE PROVISIONS:** The policy or policies are to contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.

B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage, or in limits except after 30 days written notice. The Contractor must include a copy of their insurance certificate with their proposal package.

AWARD OF BID: The System, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor(s). Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based on "BEST VALUE." "BEST VALUE" will allow the System to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. "BEST VALUE" will permit and reflect prudent stewardship of public funds and trust. Award of the contract(s) to one Contractor does not mean that the other proposals lacked merit. Award of the contract(s) signifies that after all factors have been considered, the selected proposal was deemed most advantageous to the System.

**NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Contractor(s) and the award for Professional Lawn Care Maintenance Services has been made, the successful Contractor(s) will be notified by the System verbally and by a letter of award.

**TERMINATION FOR CAUSE:** The System may terminate their participation in this contract in whole or in part with thirty (30) days' notice, for their convenience, or because of failure of the Contractor to fulfill the contract obligations in any respect. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the System.

# **RFP & Project Timelines**

#### The Request for Proposal timeline is as follows:

Request for Proposal Issuance	08/09/2021
Bidder Intent Submission	09/03/2021
RFP Bid Submission	09/10/2021
RFP Opening	Date of Agreement Signing

## **Evaluation Factors**

Croswell Lexington Community School will rate proposals based on the following factors, with cost being the most important factor:

- 1. Responsiveness to the requirements set forth in this Request for Proposal
- 2. Relevant past performance/experience
- 3. Samples of work
- 4. Cost, including an assessment of total cost of ownership.
- 5. Technical expertise/experience of bidder and bidder's staff

Croswell Lexington Community School reserves the right to award to the bidder that presents the best value to the District as determined solely by Croswell Lexington Community School in its absolute discretion.