

Windham School District

Snow Plowing/Removal/Ice Control Services

Request for Proposals

August 23, 2016

I. INTRODUCTION

1. Summary of Request

The Windham School District (District) located in Windham, New Hampshire is seeking proposals from qualified firms interested in providing snow removal services for all Windham School District buildings. The contract term is for services for the winter seasons of 2016-2017, 2017-2018, and 2018-2019. This Request for Proposal and the price submission response will become a part of the final signed contract. **Proposals submitted are to be at a fixed single price for all work during each contract year.**

2. Submission of Responses

- a. Proposals must be submitted in a sealed envelope marked "Windham School District Snow Plowing Request for Proposals" via mail or in person to:

Mr. William Hickey, Business Administrator
Windham School District
19 Haverhill Rd.
Windham, NH 03087
ATTN: Snow Removal RFP

- b. Proposals must be received **no later than 2:00 PM Monday, September 12, 2016**. It is the responsibility of the Vendor to ensure the proposal is received by the District before the deadline. Proposals will be publicly opened and read at this time by the Business Administrator or designees and will be publicly awarded after a future Windham School Board Meeting. The Windham School District will not be responsible for late mail deliveries, and no proposal will be accepted if received after the time stipulated above. Any unopened proposals will be returned to the vendor.
- c. No fax or e-mail submittals are acceptable. Any proposal received after the specified date and time will not be considered, nor will late proposals be opened.
- d. All proposals shall be valid for at least 30 days from the due date. No proposal may be withdrawn prior to 30 days from the due date. The Windham School District may request additional information after the proposal opening.
- e. All proposals shall include a detailed listing of the Vendor's prior experiences and at least three references.
- f. Any questions concerning this proposal shall be made in writing.

g. Proposals must be submitted using the attached form.

3. Site Walk

- a. A **Mandatory Site Visit** of all District locations will occur on **Tuesday, September 6 at 9:00 AM**. The site visit will start at the Districts Administration Building located at 19 Haverhill Road, Windham, NH and continue to all sites specified in Attachment A.
- b. All Vendors submitting a proposal must attend at the site walk. Proposals from Vendors who did not attend the site walk will be disqualified.
- c. Questions regarding the site visit can be directed to Business Administrator William Hickey at (603) 425-1976.

4. Background

The Windham School District is comprised of four schools serving approximately 2,800 students, plus a separate administrative office building.

II. EVALUATION PROCESS

Vendors' proposals will be evaluated against specifications as presented in this request for proposals. No award will be made to any Vendor who cannot demonstrate to the District that it has sufficient availability and experience in this class of work and sufficient capital and plan to enable them to provide the services successfully within the time frame defined herein. The District's decision or judgment on these matters shall be final, conclusive, and binding. Award of contract shall be based on but not limited to the following;

- a. Equipment in numbers, type, size, and age
- b. Personnel available
- c. Experience
- d. Hourly Rates

III. TIME TABLE

The following schedule shall be adhered to under these specifications:

Proposal Solicitation:	August 23 – September 12, 2016
Mandatory Site Walk:	September 6, 2016 at 9:00 AM
Due Date for Proposals:	September 12, 2016 at 2:00 PM
Proposal Opening:	September 12, 2016 at 2:00 PM
Proposal Award:	To be Determined
Term of Contract:	Winter Seasons 2016-2017, 2017-2018, 2018-2019

IV. SCOPE OF WORK

The purpose of this RFP is to secure a three-year contract for the services listed below. The Contract will include a provision that allows the District in its sole discretion to amend the services to be provided by Vendor. All Vendors need to be specific in identifying the cost of the contract on the proposal forms.

Snow Plowing

- a. The proposal must include the price to plow and/or snow blow all areas indicated on walkthrough of school facilities and mentioned below:
 - a. **GOLDEN BROOK SCHOOL:** Plow all areas indicated on mandatory walkthrough. Plowing will also include the Golden Brook School Faculty Parking Lot and playground area. All fire hydrants must be plowed out and made accessible. All school entrances should be pushed back or snow removed to allow visibility to enter and exit safely.
 - b. **WINDHAM CENTER SCHOOL:** Plow all areas indicated on mandatory walkthrough. Plowing will also include the Windham Center School Faculty Parking Lot and playground area. All fire hydrants must be plowed out and made accessible. All school entrances should be pushed back or snow removed to allow visibility to enter and exit safely.
 - c. **WINDHAM MIDDLE SCHOOL:** Plow all areas indicated on mandatory walkthrough. Plowing will also include the Windham Middle School Faculty Parking Lot. All fire hydrants must be plowed out and made accessible. All school entrances should be pushed back or snow removed to allow visibility to enter and exit safely.
 - d. **WINDHAM-HIGH SCHOOL:** Plow all areas indicated on mandatory walkthrough including all walkways. Plowing will also include the Windham High School Faculty Parking Lot. All fire hydrants must be plowed out and made accessible. All school entrances should be pushed back or snow removed to allow visibility to enter and exit safely. All parking spots in student parking lots shall be exposed at each storm's end.
 - e. **SAU 95 ADMINISTRATIVE OFFICES:** Plow all parking areas and driveways.
- b. Proposals should contain price for plowing, residual removal, ice control, and snow removal to be done as directed. Plowing should begin with a minimum accumulation of two inches and/or ice on pavement surfaces.
- c. All school facilities must be opened by 6:00 AM each day including weekends and vacation periods ("open" includes plowing and ice control). Vendor must make every reasonable effort to ensure school facilities can open at this time each day.
- d. Fire lanes/Emergency access ways must be kept clear of snow and ice at all times with accumulation of 2" or more of snow.

- e. Re-plowing/re-snow blowing of all areas must be done each time 2” of additional snow fall has accumulated or as directed by the District.
- f. Vendor will be responsible for staking areas to be plowed.
- g. In the event of ice accumulation, Vendor must provide for ice control as is necessary to provide safe surfaces for students and staff members.
- h. In the event of a large snowstorm, snow removal must be done to allow access for parking. Vendor must make every effort to expose as many parking spaces as possible.
- i. Dumpster must be cleared of snow to allow access.
- j. Vendor shall provide a 24/7 phone number when the Owner may call the Vendor at all times. Authorization to start work shall be given by the Owner.
- k. If the Owner’s Representative is not on-site during operations, the Vendor shall telephone a status update to the Representative every two hours or as requested.

Snow Removal from SAU #95 Properties;

In general, snow may be piled on school property. If removal off property is required and authorized by the Owner’s representative, the Vendor is responsible for finding a legal suitable location. The Vendor shall own or have legal access to a snow disposal site should it become necessary to remove snow off the school property due to an overabundance. Should the site be a contracted disposal site, the Vendor shall produce a written agreement between the Vendor and landowner allowing for the disposal of the snow with the Windham School District shown as approved to deposit on the owner’s land. The Vendor shall be responsible for all legal and environmental issues.

V. PAYMENT TERMS

The successful Vendor will be paid in equal, monthly payments divided over the winter season or other mutually agreed upon schedule. A taxpayer identification form (W-9) will be required at the time of the proposal award.

VI. INSURANCE

The Vendor shall maintain the following insurance policies with the minimum limits during the full period of this agreement;

<u>Workers Compensation</u>	Statutory Limits
<u>Comprehensive General Liability</u>	
Bodily Injury or Property Damage	
Combined Single Limit per occurrence	\$1,000,000
<u>Automobile and Truck Liability</u>	
Bodily Injury or Property Damage	
Combined Single Limit, per occurrence	\$1,000,000

1. Certificates

Vendor shall include preliminary certificates with the proposal submission showing that the above insurance has been purchased. The adequacy of protection shall be subject

to the approval of the Business Administrator. Vendor shall name SAU #95, the Windham School District, their Boards, officers, agents and employees as named insured's in any and all required insurance policies. Vendor shall not cancel the insurance without 30 days written notice to the District. Vendors shall submit Certificates of Insurance naming SAU #95 as an additional insured each October 1st of the contract years.

VII. CONDITIONS OF PROPOSAL

1. Indemnification and Insurance

The successful Vendor shall agree to indemnify and hold harmless the District from and against any and all claims including but not limited to any and all claims for personal injury, death and/or property damage which may in any way arise out of or occur during the performance of services under this Request for Proposals and resulting contract, whether such services be performed by the Vendor or anyone directly or indirectly employed by the Vendor or any other person or company retained in any way by it to carry on all or a portion of the services necessary to abide by the terms of the Request for Proposals and resulting contract.

2. No Conflict

The Vendor, in submitting a proposal shall agree and so state in its proposal that no person acting for or employed by the District has a direct or indirect financial interest in the proposal or in any portion of the profits that may be derived therefrom.

3. Compliance With Law

The Vendor shall be required to comply with all applicable provisions of federal, state, and local law, both in its response hereto and in provision of any services by the selected Vendor.

4. District Reservation of Rights

- a. The District reserves the right to accept or reject any or all proposals, in whole or in part, to negotiate with any or all Vendors, and to waive any informality in the Request for Proposals, and to enter into an agreement with the Vendor that the District in its sole discretion, determines is in the best interest of the District even though the Vendor may not submit the lowest bid or proposal. Vendor shall be responsible for any and all expenses that it may incur in preparing the proposals.
- b. Negotiation, if undertaken by the District, is intended to result in a contract, which is deemed by the District, in its sole discretion, to be in the District's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Vendor.
- c. The District reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including but not limited to, terms and conditions required by funding sources, and additional work which may be identified subsequent to the starting date of the contract.

- d. The District reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received.
 - e. Any and all expenses incurred by the selected Vendor shall be the Vendor's responsibility. The proposed fee shall be all-inclusive. The District will not honor requests for payment of so-called reimbursable expenses.
5. Work Authorization
The Vendor will be authorized to do work by being given a "Notice to Proceed" from the Owner.
6. Termination of the Contract
- a. The District reserves the right to terminate its contract at any time if deficiencies of any kind are reported in writing to the Vendor, and if said deficiencies are not corrected within ten (10) days.
 - b. The District may terminate without cause this contract as of the last day of any fiscal year by providing the Vendor with written notice of termination no later than April 1st of such year. Furthermore, the District has the right to terminate this contract for cause, including but not limited to the Vendor's negligence, incompetence, or failure to meet the conditions of this RFP or resulting contract.
7. Amend Terms of Contract
The District reserves the right in its sole discretion to amend the terms of the contract and services to be performed in the second and third years of the contract. Amendments to the contract would reflect the needs of the District for those years.
8. Damages to School Property
The Vendor will be responsible at its sole expense for any and all damage to school property, such as pavement, grass, mulch, signs, etc. Prior to payment, any and all damages must be repaired to the satisfaction of the District.
9. Equipment List Furnished
Vendor must provide a current listing of equipment including manufacturer, model, and year of manufacture to be used in snow plowing/removal operations along with the proposal.
10. Employees
Vendor shall not send any employee or agent who is a registered sex offender to any school building or property. Quarterly, the Vendor shall check the registry to determine if the employee is registered.

VIII. REFERENCES/WORK EXPERIENCE

All proposals shall include a detailed listing of the firm's prior experience and at least three references.

IX. NON-COLLUSION CLAUSE

“The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this, section, the word ‘person’ means any natural person, joint venture, partnership, corporation, or other business or legal entity. Further, I certify that the items to be supplied by my firm will meet or exceed the specifications as listed in this request for proposal.”

FIRM: _____

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

TELEPHONE: _____

DATE: _____

END OF REQUEST FOR PROPOSAL DESCRIPTION

General Vendor Certifications and Disclosures

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Proposal: _____

I. Criminal and Civil History. By submission of this proposal, the Vendor hereby certifies under oath that the Vendor, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes _____ No _____

If the answer is "no", the Vendor shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the Vendor, or the Vendor's directors, partners, principal officers or key employees. The term "key employee" for each statement shall include, but is not limited to, any employee who has an ownership interest in the Vendor and any employee who shall have contact with the schools, including all delivery personnel. A "bidding crime" is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury or material misrepresentation. The Vendor shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Vendor or the Vendor's directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Vendor, as well as the contractor's/vendor's directors, partners, principal officers or key employees. The term "key employee" includes, but is not limited to, any employee who has an ownership interest in the Vendor and any employee that shall have contact with the schools, including all transportation personnel. The Vendor shall not be required to disclose any conviction which has been annulled by a court.

II. Creditor Relationships and Business History. Vendor hereby certifies that it:

A. Has been in business for _____ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Vendor filed for bankruptcy protection on _____.

III. Equal Opportunity Employer. Vendor hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes _____ No _____

IV. Safety and Licensure. Vendor certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide transportation services to the District and meets all applicable safety standards.

Yes _____ No _____

V. Insurances. Vendor holds all the insurances which shall be required by the District.

Yes _____ No _____

VI. Criminal Records and Training. Vendor complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements.

Yes _____ No _____

VII Contract Performance. Vendor certifies that it has never had a contract terminated for nonperformance.

Yes _____ No _____

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Vendor on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.

PROPOSAL FORM

Equipment with Operator Hourly Rates

	Regular Rate	*Overtime Rate*	Holiday Rate
Plowing Hourly Rate			
Equipment/#'s			
Sanding Hourly Rate			
Equipment/#'s			
Hauling Hourly Rate			
Equipment/#'s			

References

Reference	Location of site	Contact information

Location of Snow removal Disposal Site

Location of Site	Owner of Site	Contact Information

****Overtime* Please define when Overtime will apply***

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Complete Service (Section Scope of Work): Snow removal of the District’s schools and buildings.

Year 1 (July 1, 2016 - June 30, 2017):

Total proposal price for services as outlined in “Scope of Work”: \$ _____

Year 2 (July 1, 2017- June 30, 2018)

Total proposal price for services as outlined in “Scope of Work”: \$ _____

Year 3 (July 1, 2018- June 30, 2019)

Total proposal price for services as outlined in “Scope of Work”: \$ _____

ATTACHMENT A

Site List

1. Locations to be maintained from “scope of work” are as follows:

Windham, NH School District Facilities

- a. Golden Brook School – 112B Lowell Road
- b. Windham Center School – 2 Lowell Road
- c. Windham Middle School – 112A Lowell Road
- d. Windham High School - 64 London Bridge Road
- e. School Administrative Unit 95 – 19 Haverhill Road