

Berrien Springs Public Schools
Superintendent Office
285 Sylvester Ave.
Berrien Springs, MI 49103

INVITATION TO BID - SNOW REMOVAL

The Berrien Springs Public Schools Board of Education will receive firm sealed bids for a two-year contract, with optional third year to contract the "Snow Removal" at Seven (8) locations within the District.

Your proposal marked "Snow Plowing," may be delivered to Berrien Springs Public Schools, Central Office Attention: Ellen Hasse, 285 Sylvester Ave., Berrien Springs, MI 49103 OR via USPS at PO Box 130, Berrien Springs, MI 49103 no later than 10:00 am on **Friday, October 4, 2019**. Bids will be publicly read at the Central Office - 285 Sylvester Ave., Berrien Springs, MI 49103. Accepted Bidder shall be required to enter into a contract with Berrien Springs 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.

Specification questions should be directed to Ron Bartz at 269-930-0200

BERRIEN SPRINGS PUBLIC SCHOOLS

SCOPE OF WORK

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

Mars Elementary
430 W. Mars Street
Berrien Springs, MI 49103

Sylvester Elementary
101 Sylvester Ave.
Berrien Springs, MI 49103

Berrien Springs Middle School (Including bus parking lot)
502 Middle School Dr.
Berrien Springs, MI 49103

Berrien Springs High School
201 Sylvester Ave.
Berrien Springs, MI 49103

Berrien Springs Virtual Learning Academy
501 Middle School Dr.
Berrien Springs, MI 49103

STEM / Central
285 Sylvester Ave.
Berrien Springs, MI 49103

Transportation / Operations Office
Grounds Building / Discovery Academy
272 & 250 Sylvester Ave
Berrien Springs, MI 49103

Tennis Courts
158 Sylvester Ave
Berrien Springs, MI 49103

Note: North parking lot of Sylvester will not be plowed 2019-20 Season, but will be added 2020-21. North parking lot of High School WILL be plowed in 2019-20 season, but will NOT be plowed 2020-21.

BERRIEN SPRINGS PUBLIC SCHOOLS
Superintendent Office

TERMS AND CONDITIONS

1. All Bidders are asked to submit their bids on the enclosed Bid Proposal Form. Send two (2) copies of the form and all other contents required to the Owner:

Berrien Springs Public Schools
Attn: Ellen Hasse
P.O. Box 130
Berrien Springs, MI 49103

OR

Berrien Springs Public Schools
Att: Ellen Hasse
285 Sylvester Ave
Berrien Springs, MI 49103

2. A bid received after the due date and time will be returned unopened to the Bidder.
3. The Owner shall not be responsible for any cost or expense the Bidder incurs during the preparation of this bid. Additional copies of the bid documents will be furnished at the Bidder's expense.
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 (Contact Person) 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. Affirmative Action Program

The Owner is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, 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.

SUCCESSFUL BIDDER MUST HAVE BEEN IN BUSINESS FOR A MINIMUM OF FIVE YEARS.

BERRIEN SPRINGS PUBLIC SCHOOLS

STATEMENT OF FACTS

Berrien Springs Public Schools desires 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 the Berrien Springs 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 the (School District) at the following addresses:

Mars Elementary
430 W. Mars Street
Berrien Springs, MI 49103

Sylvester Elementary
101 Sylvester Ave.
Berrien Springs, MI 49103

Berrien Springs Middle School (including bus parking lot)
502 Middle School Dr.
Berrien Springs, MI 49103

Berrien Springs High School
201 Sylvester Ave.
Berrien Springs, MI 49103

Berrien Springs Virtual Learning Academy
501 Middle School Dr.
Berrien Springs, MI 49103

STEM / Central
285 Sylvester Ave.
Berrien Springs, MI 49103

Transportation / Operations Office
Grounds Building / Discovery Academy
272 & 250 Sylvester Ave
Berrien Springs, MI 49103

Tennis Courts
158 Sylvester Ave
Berrien Springs, MI 49103

When "School Premises" is used in relation to the Contractor's rendering of Services thereon, School Premises shall specifically mean the paved parking lots 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 Berrien Springs Public Schools Improvements and Installation. 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 Berrien Springs Public Schools Director 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 November 1, 2019 and continuing until May 1, 2021
4. **Charges, Billing and Payment.**
- a. The hourly rates contained in the Bid Proposal represent the total cost to the Berrien Springs 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 the Berrien Springs Public Schools its bill for Services rendered during the preceding month. One copy shall be mailed to the District's Accounts Payable Department to address indicated on a District approved purchase order.
 - c. The Berrien Springs Public Schools shall pay Contractor's bills within thirty (30) days after receipt, subject to the following conditions and restrictions:
 - (1) The Berrien Springs Public Schools shall have the right to verify that all billed Services were performed to its reasonable satisfaction.

5. **Services: Prior Notice.**

- a. Contractor shall provide slush and snow removal Services, with School's prior notice or request from Ron Bartz or Ellen Hasse whenever the accumulation of snow or slush exceeding one (1") inch exists on the School Premises. All parking lots will be cleared of snow completely such that no parking places will be lost. All intersections shall be kept free from piles of snow so as not to obstruct the view of traffic.
- b. Lots are to be cleared by:
 - 5:30 a. m. Bus Parking lot (only areas where buses/vans are NOT parked)
 - 5:30 a. m. High School South Parking lot (gym)
 - 5:30 a. m. Operations/Transportation/ Bus Garage/Grounds
 - 6:00 a. m. High School North Parking Lot
 - 6:00 a. m. Middle School - All areas including access drive
 - 6:00 a. m. Virtual Learning Academy
 - 6:30 a. m. STEM / Central (East and South parking areas)
 - 6:45 a. m. Mars Elementary School - All lots
 - 6:45 a. m. Sylvester Elementary School / Tennis - All lots

During Holiday break periods, Snow Days, and scheduled days off for students and/or staff, all lots are to be cleared by 8:00 a. m. or a mutually agreed upon time between the Contractor and the District Representative.

- 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 Ron Bartz, Nick Schmidt, or Ellen Hasse. No salting or sanding Services, whatsoever, shall be provided unless they are approved in advance by the Berrien Springs Public Schools.
- d. Prior to first plowing Contractor and Ron Bartz will visit each site to determine plowing direction and stockpiling.

6. **Contractor's Log.** Contractor shall keep an accurate daily log of the hours spent for the Services provided. The Berrien Springs Public Schools shall only be charged for Services actually performed. All of Contractor's records pertaining to Services performed shall be available for the Berrien Springs Public Schools inspection in Contractor's business office at any time during normal business hours.

7. **Notice and Determination of Damages.** If Contractor or the Berrien Springs 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 the Berrien Springs 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. Contractor will be responsible for repairing damaged yard work
9. **Insurance.** At all times during the term of this Agreement, Contractor shall maintain and pay for the following insurances and name the Berrien Springs Public Schools and shall furnish a certificate of insurance carrier acceptable to the Berrien Springs 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 the Berrien Springs 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 the Berrien Springs 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 the Berrien Springs Public Schools Purchasing Department at P.O. Box 130, Berrien Springs, MI 49103.
10. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Berrien Springs 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 the Berrien Springs 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 the Berrien Springs 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 the Berrien Springs Public Schools shall not relieve Contractor of its liabilities and obligations under this Paragraph 10 concerning Contractor's indemnity of the , 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 the Berrien Springs Public Schools.

11. **Default.** The Berrien Springs 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 the Berrien Springs Public Schools prior written consent.
13. **Time of the Essence.** Contractor agrees that timely, satisfactory performance of its Services is absolutely essential to the conduct of the Berrien Springs 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 the Berrien Springs 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. **Relation to Purchase Order.** The Berrien Springs Public Schools will issue a purchase order in

connection with this Agreement and such purchase order provisions shall be binding upon the (School District) and Contractor. All invoicing must reference purchase order number.

17. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Berrien Springs 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 Berrien Springs Public Schools and 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 assigns permitted pursuant to Paragraph 11.

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

Berrien Springs Public Schools

By: _____
Its: Executive Director, Business Services
(Or Other Designated Person)

Dated: _____

CONTRACTOR

By: _____
Its:

Dated: _____

BERRIEN SPRINGS PUBLIC SCHOOLS
SUPERINTENDENT OFFICE

SNOW PLOWING SPECIFICATIONS

Snow to be plowed, using mutually agreeable methods, whenever accumulated depth reaches one (1) inches by 5:00 a. m. on any given day, or more upon approval from Ron Bartz, Nick Schimdt, or Ellen Hasse.

Contractor to quote unit prices per "push" for all combined sites for one (1) inches to six (6) inches of snow fall depths and prices for six (6) or more inches.

An alternate to the price per push, is also a price per season. However, the price per push MUST be bid.

Give descriptions and show hourly rates, (including operators) for all available equipment.

To arrange inspection of sites, contact Ron Bartz at 269-930-0200

A successful bidder will be required to provide a list of available equipment to the School District necessary for proper removal of snow, before being awarded a contract.

**BERRIEN SPRINGS PUBLIC SCHOOLS
SUPERINTENDENT OFFICE**

**SNOW REMOVAL BID PROPOSAL
November 1, 2019 - May 1, 2021 (2 years)**

1. TRACTOR/TRUCK SNOW PLOWING (1" – 6" ACCUMULATION)

All Areas: For the sum of \$ _____ per Push

Additional work (example: weekend events at select locations only, snow relocation)

Truck: For the sum of \$ _____ per hour

Loader: For the sum of \$ _____ per hour

2. REMOVAL COSTS FOR MORE THAN SIX (6) INCHES OF SNOW

All Areas: For the sum of \$ _____ per Push

Additional work (example: weekend events at select locations only, snow relocation)

Truck: For the sum of \$ _____ per hour

Loader: For the sum of \$ _____ per hour

ALTERNATE PRICING - (Per Push MUST be bid)

3. REMOVAL COSTS (1" +)

All Areas: For the sum of \$ _____ per YEAR

Includes ALL snow removal services at listed locations including all weekend and extra events that require snow removal throughout the season. This will include initial morning plows and any call-backs during the day should we have additional plowable accumulation on accessible areas of access roads and/or parking areas. Contractor will be paid in 5 equal monthly installments beginning in November of each year.

BERRIEN SPRINGS PUBLIC SCHOOLS
SUPERINTENDENT OFFICE
One Sylvester Ave.
Berrien Springs, MI 49103

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 Berrien Springs 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 _____, 19 _____

Firm Name: _____

Address: _____

Phone No: _____

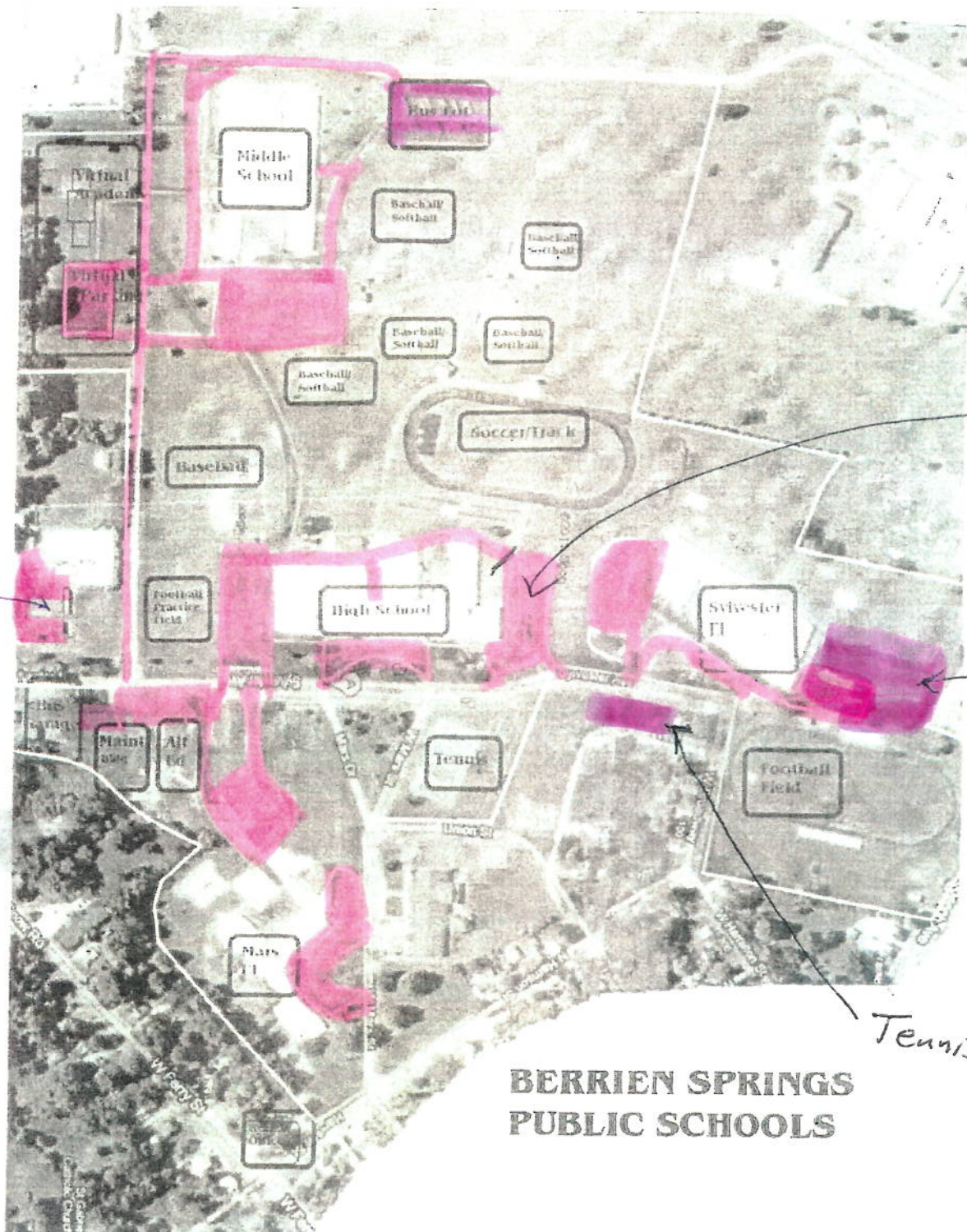
Fax No. _____

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

Attest: _____

By: _____

Title: _____



2019-20
Only

STEM
Central

2020-21
Only

Tennis

**BERRIEN SPRINGS
PUBLIC SCHOOLS**