



Request for Proposals

SNOW REMOVAL AND LAWN CARE SERVICES

Eaton Regional Education Service Agency (Eaton RESA)

Bid Release Date:	August 31, 2017
Pre-Bid Meeting Date:	September 6, 2017 1:00 p.m. local time
Proposal Due Date:	September 18, 2017 2:00 p.m. local time

Return to:

Reni Rocco, Facility Coordinator
Eaton RESA
1790 E. Packard Hwy.
Charlotte, MI 48813
517.541.8911

Late Proposals Will Be Rejected

TENTATIVE TIMELINE

August 31, 2017	Bid Released
September 6, 2017	Bidder's Meeting at 1:00 p.m. local time
September 11, 2017	Bidder Questions submitted in writing by 5:00 p.m., local time. This may be done via mail, facsimile or e-mail (<i>no other communication will be accepted via facsimile or email</i>)
September 14, 2017	Owner issues written responses to all bidder questions by 5:00 p.m.
September 18, 2017	Bid Opening at 2:00 p.m. local time
September 20, 2017	Bid Awarded
First Snow Event	Snow removal service shall begin with the first qualified snow event of the 2017-18 winter season.
First Lawn Mowing	Lawn mowing shall begin in the spring on or about April 15, 2018 but is contingent upon weather and growth of the grass. Eaton RESA will determine the timing of the first mow.
Final Snow Event	Snow removal service will end with the final qualified snow event of the 2017-18 winter season.
Final Lawn Mowing	Lawn mowing shall cease on or about October 1, 2018 but is contingent upon weather and growth of the grass. Eaton RESA will determine the timing of the last mow of the season.

Continuation of services may be extended for an additional year by mutual agreement of the parties.

1. INFORMATION TO BIDDERS

Eaton Regional Education Service Agency (Eaton RESA), hereafter the Owner, is seeking bids for snow/ice removal and lawn care services (including mowing, edging, trimming, and mulching) for the 2017-18 season. Service may be continued into the 2018-19 winter season at the discretion of the Owner and by mutual agreement of the parties. Contractor must provide all equipment and labor for work to be performed at the following locations:

- 1790 E. Packard Hwy., Charlotte, MI 48813
- 311 W. First Street, Charlotte, MI 48813
- Lot 34 Dimond Way of River Run, Dimondale, MI 48821 (lawn mowing only)

2. RECEIPT AND OPENING OF BID PROPOSALS

- A. Bid Proposals will be opened and read aloud on September 18, 2017 at 2:00 p.m. local time at 1790 E. Packard Hwy., Charlotte, MI 48813
- B. Bids received after designated bid receipt deadline will not be considered.
- C. Proposal must be sealed with Bidder's name on the outside of the envelope and designated as follows:

Eaton Regional Education Service Agency
1790 E. Packard Hwy.
Charlotte, MI 48813
Attn.: Reni Rocco, Facility Coordinator

Clearly mark your Sealed Envelope: Snow Removal and Lawn Mowing Services and include your company name and address.

- D. Submit all Bidder questions to Reni Rocco, Facilities Coordinator, in writing by September 11, 2017 at 5:00 p.m., local time. This may be done via mail [1790 Packard Hwy., Charlotte, MI 48813], facsimile [517.543.6633] or e-mail [rrocco@eatonresa.org] (*no other communication will be accepted via facsimile or email*).
- E. Bids shall be submitted on the Bid Proposal Form (attached) - all blanks on the bid form shall be filled in by typewriter or manually in ink. All alterations or erasures shall be initialed by the bid signer.
- F. The Owner shall have the right to waive any informality or irregularity in any bid received and to accept bids which, in his/her judgment, are in his/her own best interest.
- G. The Bidder, by making his/her bid, represents that he/she has read and understood the contract and bid documents, and that his/her bid is made in accordance therewith.

- H. Bid prices shall include all pertinent costs. Bid prices provided on the Bid Proposal Form shall be binding for the duration of the 2017-18 season. No additional costs to this contract will be authorized during the contract period without prior written authorization from the Owner.
- I. Oral, telephone, e-mail and/or facsimile bids will **not** be accepted or receive consideration.
- J. Any bid may be withdrawn prior to the scheduled time for opening of bid proposals.
- K. A bid may not be modified, withdrawn or cancelled by the Bidder for sixty (60) calendar days following the time and date designated for the opening of bids, and Bidder so agrees in submitting his/her bid.
- L. The bid proposal form will be considered a portion of the contract document.

3. QUALIFICATION OF BIDDER

- A. The Owner reserves the right to request qualification information from any Bidder before issuing documents, receiving bids or awarding a contract. The Owner may, at his/her sole discretion, accept or reject Bidders as qualified. The right to waive any informality in qualification materials is reserved by the Owner. The Bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final.
- B. The selected Contractor and its supplier shall have been actively engaged in supplying similar services for a period of five (5) years and shall be required to provide names and addresses where those services have been provided.
- C. To enable the Owner to evaluate the competency and financial responsibility of the Bidder, the Bidder shall furnish the following information:
 - 1) A list of similar projects completed during the previous five (5) years, including the name and phone number of a contact person. All school contracts shall be listed.
 - 2) A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the Bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.

The submitters shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.

4. DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidder shall promptly notify the Owner of any ambiguity, inconsistency, or errors which they may discover upon examination of the contract documents or of the site and local conditions. Bidders requesting clarification or interpretation of the bid documents shall

make a written request to the Owner to reach him/her at least seven (7) calendar days prior to the date for receipt of bids for transmittal to the Owner. Direct all questions to:

Reni Rocco, Facility Coordinator
Eaton Regional Education Service Agency
1790 E. Packard Hwy.
Charlotte, MI 48813
Phone: 517.541.8911
rrocco@eatonresa.org

- B. Any interpretation, correction, or change of the contract documents will be made by written addendum by the Owner and issued by the Owner. Interpretations, corrections, or changes of the document made in any other manner will not be binding. Addenda will be delivered via mail or facsimile to all who are known by the Owner to have received contract documents. Bidders shall acknowledge receipt of addenda on the Bid Proposal Form.

5. **BID SECURITY**

- A. Bid security by a qualified surety in the form of a bid bond, certified check or cashier check is required to be submitted with bid submittal to be considered for award. The amount of the surety shall be equal to the total bid price for one entire snow/ice removal service for both locations. Use the following to calculate the bid bond amount:

+ Your per occurrence snow removal pricing for greater than 1.0" but less than 4.0"

+ Your per application salting price for parking lots

+ Your per application salting price for sidewalks/walkways

= Bid Bond

Bid bonds shall be duly executed by the Bidder as principle and having as surety thereon, a company authorized to execute such in the State of Michigan. Bid bond shall pledge that the Bidder, with the understanding that if his/her bid is accepted, will enter into a contract with the Owner for the bid categories stated in his/her bid.

- B. Bid securities **made in the form of certified check or cashier check** will be returned to successful Bidders after a contract agreement has been executed, and acceptance of required insurance is made. The bid security of Bidders not under consideration for award of contract will be returned by the Owner in a timely manner.
- C. The bid security obligee shall be Eaton RESA and shall become its property in the event that the Bidder fails, within 15 days of notice of award to execute the contract agreement. The bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

6. PERFORMANCE AND PAYMENT BOND

Performance and payment bonds will **not** be required on this project.

7. CERTIFICATE OF INSURANCE

- A. Before commencement of any work, a Certificate of Insurance executed by Contractor's insurance agent or carrier showing required insurance coverage shall be submitted. Failure to provide the Certificate may be considered a material breach of the agreement and may be grounds for terminating the agreement.
- B. As a condition of performing work for the Owner as a Contractor, the Contractor must provide Owner with satisfactory evidence of its insurance coverage as follows:
 - 1) Commercial General Liability Insurance: on an "occurrence" basis with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limits for personal injury, bodily injury, and property damage liability.
 - 2) Workers' Compensation Insurance: including Employer's Liability coverage, in accordance with all applicable statutes of the State of Michigan.
 - 3) Motor Vehicle Liability Insurance: One Million Dollars (\$1,000,000) for contract-based occurrences of which the Contractor's employee and/or all other relevant party's automotive liability insurances have been subrogated and exhausted to the extent of Michigan Insurance Law.
 - 4) Commercial Umbrella Liability Coverage: in an amount not less than Two Million Dollars (\$2,000,000).
 - 5) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that 30 days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to Owner."
 - 6) Certificate of Insurance: Eaton RESA shall be named as an additional insured party for the work on District property for all coverage listed above. Contractor shall agree to indemnify and hold Eaton RESA harmless from and against all claims, damages, losses and expenses including attorney's fees arising out of the services to be performed pursuant to this Contract by the Contractor.

8. EXAMINATION OF SITE

The Bidder shall be held to have examined the premises and site so as to compare them with the contract drawings and specifications, and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels, and other factors necessary for carrying out the

work before the delivery of their proposal. The Bidders shall also acquaint themselves with the character and extent of the Owner's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Bidder, or on account of interference by the Owner's or other Contractor's activities. It shall be expressly understood that the Owner's operations will take precedence over any other activity.

9. PRE-BID MEETING

- A. A pre-bid meeting is scheduled to review the specifications and expectations of the contracted services as follows:

September 6, 2017, 1:00 p.m. local time
Eaton Regional Education Service Agency
1790 E. Packard Hwy.
Charlotte, MI 48813

- B. Attendance at the pre-bid conference is not required in order to submit a bid proposal for these services; however, all Bidders are responsible for knowing the information disseminated at the pre-bid conference.
- C. Responses to questions and requests for clarifications will be made by addenda only after the pre-bid conference, if required. Any representations and/or oral discussions not confirmed by addenda will not be binding upon the Owner.

10. POST-BID INFORMATION

- A. After the bids are received, tabulated, and evaluated by the Owner, a post-bid meeting may be requested by Owner, for the purpose of determining any contract overlaps or omissions, and shall provide the following information:
- 1) Designation of the work to be performed by the Bidder with his/her own forces, and that to be contracted.
 - 2) Complete detailed cost breakdown including manpower requirements and costs associated with work activities.
- B. The Bidder is required to submit information regarding the names and backgrounds of the Bidder's equipment operators and responsible company officials, if requested, and establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to deliver the services described in the contract documents.
- C. Owner reserves the right to physically inspect and view the Contractor's equipment at any time prior to awarding a contract or upon request at a later date.

- D. Owner may elect to enter into negotiations with a vendor prior to agreeing to a proposal. Any such negotiations shall be conducted to structure a proposal to best meet the needs of the Owner. The Owner reserves the right to determine what is within its best interest regarding price, equipment, or other aspects of this RFP.

11. ACCEPTANCE AND REJECTION OF BID PROPOSALS

- A. Low bid price is not always the determining factor in the awarding of the bid. Other factors considered may include, but not be limited to, delivery and/or completion time, quality, past performance, and references.
- B. The contract shall be awarded in the form of a Purchase Order issued by the Owner.
- C. The Owner shall have the right to accept combination bids received from a Bidder for more than one bid category.
- D. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1) If furnished Bid Proposal Form is not used, altered, or incomplete.
 - 2) If there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the bid incomplete, indefinite or ambiguous as to its meaning.
 - 3) If Bidder adds any provisions reserving right to accept or reject any awards of contract.
 - 4) If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis values.
 - 5) If bid security does not accompany bid proposal form.
 - 6) Failure of the Bidder to inspect the proposed sites.
 - 7) Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history or past references.
 - 8) If any pertinent instructions to Bidders are not fully complied with.

12. SALES TAX

Owner is exempt from all taxes. A tax exemption certificate will be issued upon request.

13. PAYMENT

- A. Payment will be processed within 30 days of receipt of invoice, assuming no discrepancies exist, after approval of request for payment. **All invoices shall have invoice numbers**

printed on them. All invoices must have the date of services indicated. Final payment will be approved only after completion of all punch list items and receipt of all required documentation by Owner.

- B. The Contractor is responsible for submitting all invoices within 30 days of the date for which services are rendered.

14. SCHEDULING AND HOURS OF WORK

- A. Snow/ice removal and lawn mowing services shall be performed prior to daily school operating hours and/or times mutually agreed upon between Owner and Contractor. Contractor shall be responsible for complying with all local ordinances regarding working times. Contractor assumes all liability for complying with local ordinances. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.
- B. Scheduling of work must be coordinated with the individual facilities' operational needs in order to avoid disruption or unsafe conditions.
- C. The Contractor shall contact the Facility Coordinator, Reni Rocco by September 29, 2017 to discuss schedules, site activities and expectations.

15. SAFETY AND PROTECTION OF SITE

- A. All work must be performed within the codes, standards and municipal ordinances of the community within which the property is located and must meet all federal, state and local regulations.
- B. The Contractor shall be responsible for providing and operating all equipment in a safe manner to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the employees, students and the public is of prime concern to the Owner, and the Contractor must take all necessary steps to assure proper safety during the performance of the contract. Any Bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract. It is expected that the Contractor exercise due diligence in checking the driving records of its employees that will be operating vehicles.
- C. All machinery shall be operated by trained and qualified personnel.
- D. **Snow/ice removal services shall not take place during normal school hours unless otherwise directed by the Owner.** (See item 22.) The Contractor shall immediately cease operations when school related activities prevent the Contractor from operating in a safe manner and resume at a later time when conditions permit safe operation of equipment. Under no circumstances shall equipment discharge/blow snow in a direction towards students, staff or persons using the school property.

- E. Owner is not responsible for theft, damage or loss of materials to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each work day.
- F. Contractor shall perform all work so that no damage to the building, grounds or finished materials result. Care shall be taken to direct snow, salt, rocks and other materials away from the building envelope. Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error and shall repair any damage to the satisfaction of the Owner. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so. The Contractor shall then be back-charged for all costs required to complete these repairs.
- G. The Contractor shall be responsible and liable for any and all damages caused by any action or inaction of an employee or sub-Contractor working for the Contractor.
- H. In the event that the Contractor causes building damage which compromises the security of the building, the Contractor is responsible for immediately contacting the Owner.

16. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Owner, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the seller hereunder, whether or not there is concurrent negligence on the part of the Owner, but excluding liability due to the active negligence or willful misconduct of the Owner. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for seller or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

17. WORKMANSHIP/INSPECTION

- A. Performance will be evaluated based upon the timeliness and thoroughness of the services as well as safety and protection of Owner's property.
- B. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.
- C. The Owner may request a meeting with the Contractor at any time for the purpose of evaluating the Contractor's performance. Items not completed to the satisfaction of the Owner will be corrected by the Contractor within a mutually agreed timeframe. Failure by the Contractor to remedy concerns of the Owner may result in the termination of this contract.

18. TERMINATION OF CONTRACT

- A. The Owner reserves the right to review and/or terminate the contract if at any time the Contractor fails to conform to the requirements of this contract, seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt, if any legal proceedings are commenced against Contractor which may interfere with the performance of the contract or if the Contractor has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended by the terms of the contract.
- B. In the event of termination of the contract, any excess of the cost arising there from will be charged against the Contractor and/or sureties, who will be liable thereof. All monies due the Contractor or retained under terms of the contract shall be forfeited to the Owner.

19. SPECIFICATION OF SERVICES

The following sites are subject to snow/ice removal:

- A. 1790 E. Packard Hwy., Charlotte, MI
- B. 311 First Street, Charlotte, MI

In addition to these sites, lawn mowing shall include:

- C. Lot 34 Dimond Way of River Run, Dimondale, MI 48821 (Vacant Lot)

20. EQUIPMENT

- A. Contractor shall provide a list of available equipment to be used for services described in this RFP. Such list must include and designate any back-up equipment that will be used in the event of equipment break down or for the removal of excessive snow.
- B. Contractor shall perform all snow removal and lawn mowing operations using equipment that is mechanically sound and reliable. Mowing operations are to be performed using machines manufactured by companies recognized for producing quality commercial turf equipment.
- C. Contractor shall assure that all snow plow blades are properly adjusted for height. Mowing blades will be sharp and properly adjusted for height and cutting sharpness.
- D. All mower decks shall be equipped with discharge chutes which must be in place at all times. Mowers are to be set to cut at a minimum of two (2) inches and grass shall not exceed a total height of four (4) inches between cuts unless approved by the Owner. It is understood that mowing height will vary within the range depending on growth rates, moisture and other factors.

- E. Lawn trimming will be performed with nylon cord trimming equipment.

21. MISCELLANEOUS

Contractor shall observe the following site regulations and terms:

- A. The use of drugs, including alcohol **and tobacco products**, and the possession of weapons on school property is illegal and is not permitted on the job sites. The Contractor shall ensure that all employees observe applicable laws.
- B. Contractor shall provide the Owner with a means of immediate communication for emergencies or any other occasion that may arise. A cellular phone number or pager number of the person responsible for managing this contract must be provided on the bid proposal form.
- C. At no time shall an operator of a piece of equipment leave that equipment unoccupied and running or capable of being started.
- D. Contractor must certify that it will comply with all OSHA, MIOSHA and other regulatory safety regulations.

22. SNOW REMOVAL SERVICES

- A. Prior to the snow season, the Contractor shall be responsible for marking all curbs, light fixtures, landscaping areas, fencing, and site features. Contractor shall inspect the site and submit, in writing, any areas for which Contractor will not take responsibility. Contractor shall be responsible for all areas, except as noted in writing, for the repair of any damage occurring as a result of snow plowing operations, including concrete curbs, asphalt or concrete surfaces, landscaped areas, or other site features.
- B. During the snow season, Contractor shall clear snow when over 1.0" of snow has accumulated. Snow must be cleared by 6:30 a.m. at the Packard Hwy. location and by 7:15 a.m. at the First Street location.
- C. Contractor shall also clear snow and/or ice from all sidewalks/walkways. Contractor shall use salt, **not** use Calcium Chloride, for clearing ice/snow. Sidewalks/walkways are to be cleared and salted in the mornings prior to 7:30 am Monday through Friday (with the exception of Presidents Day on Monday, February 12th) if snow accumulation is greater than 1" or if any ice accumulation is present. When/if snow accumulations exceed 1.0" during day time hours, the Contractor shall clear the walkways as quickly as possible with care to have them cleared by 2:30 p.m. to allow for uninterrupted bus services. Clearing/salting of walkways is to be completed at the Packard location first and then the First Street location.
- D. Pre-salting of parking lots, sidewalks/walkways in anticipation of snow or ice accumulations **must** be preapproved by the Owner.

- E. Pricing shall be provided on a per “occurrence” basis for each site. Occurrence shall mean one complete plowing of a lot. Proposals should differentiate for increasing volumes of snow. See the Pricing Proposal form on page 17.
- F. Snow shall not be plowed against building structures, to cover fire hydrants, mailboxes or other key markers, or obscure visibility at intersections or driveway entrances.
- G. Contractor shall consult with Owner to determine areas to plow, locations to pile and not to pile snow, and any other pertinent details of work at each of the above school sites.
- H. Owner reserves the right to postpone snow removal operations when weather, financial or other conditions necessitate a reduction of snow removal services.

23. LAWN CARE SERVICES (*includes Mowing, Trimming, Edging and Mulching*):

- A. Mowing:
 - 1. No mowing or trimming shall take place within 300 feet of students and staff during normal school hours. The Contractor shall immediately cease mowing operations when school related activities prevent the Contractor from achieving the designated separation distance. Mowing shall resume at a later time when conditions permit safe operation of equipment. Under no circumstances shall mower discharge chutes be directed towards students, staff or persons using the school property.
 - 2. Mowing services shall be performed once weekly at times mutually agreed upon between Owner and Contractor. Sites are to be trimmed every time they are mowed at the same time they are mowed. Contractor shall be responsible for complying with all local ordinances regarding working times.
 - 3. Contractor assumes all liability for complying with local ordinances. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.
 - 4. Scheduling of work must be coordinated with the individual facilities’ operational needs in order to avoid disruption or unsafe conditions. Owner reserves the right to postpone mowing operations when weather, financial or other conditions necessitate a reduction in the mowing servings.
 - 5. All employees working for the Contractor must wear shirts at all times while on district property.
 - 6. The Contractor shall not apply any pesticides or herbicides unless directed by the Owner.

7. Bidders shall provide pricing for application of herbicides, aerification, fertilization, dethatching, and fall/spring clean-up on the Bid Proposal Form. Such services shall be completed only as needed and upon approval of the Owner.
8. All litter such as paper, cans, bottles, branches, etc. must be picked up and disposed of prior to mowing.
9. Mowing shall occur weekly. In the event that the frequency needs to be adjusted, Owner and Contractor shall mutually agree to any changes in the schedule.
10. Mowing shall be completed in a manner as to prevent the depositing of mowing debris into planters or flower beds. Any clippings or debris blown into these areas shall be removed immediately.
11. All non-turf areas such as sidewalks, patios, entrances, planters, etc., shall be free of clippings and cutting debris via means of blowers, sweepers or other equipment.

B. Trimming:

1. Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time a site is mowed.
2. Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes fence lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are not present, and around all other obstacles to provide a neat and even appearance to the entire site.
3. Care shall be used when trimming around trees and wooden posts to prevent damage to these items.
4. Trimming of all shrubs, bushes, grasses and ornamental trees shall be performed on an as needed basis determined by the Owner, but not less than four (4) times during the mowing season. Bidders must include a per occurrence trim price in their response to this RFP.

C. Edging:

1. All turf terminations at paving and cement details shall be vertically edged to remove overgrowth. Edges shall be cleaned of all debris following edging process.
2. Edging shall be completed three (3) times during the mowing season. The first edging shall occur no later than May 20, the second time between July 15 and August 12 and the third time between September 1 and September 30. Not applicable for vacant lot in Dimondale.

D. Mulch:

1. Existing mulch shall be removed and replaced at the beginning of the mowing season. Replacement mulch shall be provided by the Contractor at the Owner's expense but is subject to prior approval of the Owner. The Contractor shall turn and refresh all mulch prior to the beginning of the school year. This section does not apply to playground surfaces. Not applicable for vacant lot in Dimondale.

BID PROPOSAL FORM

BID PACKAGE: **Snow Removal and Lawn Mowing Services**

DUE DATE: **Monday, September 18, 2017 at 2:00 p.m. local time.**

TO: Eaton Regional Education Service Agency
1790 E. Packard Hwy.
Charlotte, MI 48813
Attn: Reni Rocco, Facility Coordinator

BIDDER INFORMATION:

Contractor Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Person: _____ Email Address: _____

LEGAL STATUS OF BIDDER:

A Corporation organized and existing under the laws of the State of _____

REFERENCES: Please indicate the names of three references to your bid, preferably school districts.

Company/District Name: _____

Contact Person: _____ Phone No: _____

Company/District Name: _____

Contact Person: _____ Phone No: _____

Company/District Name: _____

Contact Person: _____ Phone No: _____

PRICING PROPOSAL

SNOW/ICE REMOVAL SERVICES

Proposals shall be on a per “occurrence” basis for each site. Occurrence shall mean one complete plowing of a lot. Proposals should differentiate for increasing volumes of snow as specified below.

LOCATION	Per Occurrence greater than 1.0” but less than 4.0”	Per Occurrence greater than 4.0” but less than 8.0”	Per Occurrence greater than 8.0”
Packard	\$	\$	\$
Southridge	\$	\$	\$
TOTAL	\$	\$	\$

Proposals shall also include per “application” pricing to salt parking lots and sidewalks/walkways. (Note that Contractor shall provide salt and should include it in price quoted below.)

LOCATION	Amount per application – Parking lots	Amount per application – sidewalk/walkways
Packard	\$	\$
Southridge	\$	\$
TOTAL	\$	\$

Use the sum of these amounts to calculate the required bid security – see page 5.

In addition, please provide a per occurrence cost to remove/relocate snow piles at each location. (In the event of large snow accumulations, relocation of snow piles on existing sites may become necessary.)

Packard	\$
Southridge	\$

LAWN MOWING SERVICES

LOCATION	Per Weekly Mow/Trim	Edging (As specified)	Mulch (As specified)
Packard	\$	\$	\$
Southridge	\$	\$	\$
Dimondale Lot	\$	N/A	N/A
TOTAL	\$	\$	\$

AGREEMENTS

The undersigned understands that the Owner reserves the right to reject any and all bids and to waive informalities and irregularities in bidding.

Owner also reserves the right to withhold bids for a period of time (60 days) from bid opening date.

The Owner 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 Owner's opinion it is in his/her best interest, the contract may be awarded to other than the lowest Bidder, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Eaton RESA to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of plans, drawings and specifications.

ADDENDA

The undersigned acknowledges receipt of the following addenda, if issued:

Addendum Number _____ Dated _____

Person authorized to submit this proposal and execute contracts:

Name (Printed) _____

Signature _____

Date _____

The Contractor and any and all sub-Contractors are required to submit this form.

CONFLICT OF INTEREST AFFIDAVIT - This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

*The advertisement for bids (and proposals) shall do all of the following:
State that the bid 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 board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.*

CHECK ONE OF THE TWO BOXES BELOW:

☐ List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

☐ To the best of my knowledge, no conflict of interest exists.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department of agency. Where the prospective is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Eaton RESA does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively "Protected Classes"), in its programs and activities, including employment opportunities. In addition, arrangements can be made to ensure that the lack of English language proficiency is not a barrier to admission or participation. Civil Rights Coordinators are located at 1790 E Packard Hwy, Charlotte, Michigan to handle inquiries regarding the nondiscrimination policies and grievance procedures. Telephone 517.543.5500.

Assurances and Certifications Page 2 of 2

Iran Economic Sanctions Act

The prospective certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions.

Owner, as a Michigan public entity, is required to follow Public Act 517 of 2012.

Contractor, by signing below, certifies that all of the about assurances are accurate statements.

Print name of Bidder: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

NOTARY: State of _____ County of _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____, 2017

Notary Public Printed Name: _____

Signature: _____

Seal

My commission expires _____

Contractor's Contact: _____

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences and civil damages awards.

I hereby certify that I am authorized to sign as a representative for the following firm:

Contractor Name: _____

Address: _____

Email Address: _____

Telephone: _____ Fax: _____

Cellular Phone: _____

Contact Person (please print): _____

Position: _____

Signature: _____

Proposal Check-off List	
	Completed Bid Proposal Form
	A list of equipment owned and proposed to be used for these services is enclosed.
	Bid bond (See page 5)
	Certifications and Assurances (Signed and Notarized)