# Northern Tioga School District

110 Ellison Road Elkland, PA 16920 (814) 258 5644

#### REQUEST FOR PROPOSALS

The Northern Tioga School District is seeking proposals for contracted snow plowing at the RB Walter/Williamson Complex in Tioga, the Clark Wood Elementary/Administration Complex in Elkland, PA, the Westfield Area Elementary School in Westfield, PA, and the Cowanesque Valley High School in Westfield, PA. It is the intent of the Northern Tioga School District to enter into a service agreement with a Contractor(s) who will furnish equipment, materials and operators for removal of snow/ice for parking lots and drives beginning on July 1, 2023 through June 30, 2026.

Sealed bids for snow plowing will be received at the Northern Tioga School District, Administration Building, located at 110 Ellison Road, Elkland, PA 16920 until 9:00 a.m. on June 1, 2023.

Mandatory site visits will be held at the locations listed below on May 23, 2023:

10:00 a.m at the RB Walter/Williamson Complex, 33 Junction Cross Rd, Tioga, PA 16946 11:30 a.m. at the Clark Wood Elementary/ Administration Complex, 110 Ellison Road, Elkland, PA 1:00 p.m. at the Westfield Area Elementary School, 1355 Route 49, Westfield, PA 16950 1:30 p.m. at the Cowanesque Valley High School, 51 North Fork Rd, Westfield, PA 16950

This RFP package includes the following documents which shall govern the proposals and contracting for this project:

- A. Instructions for Responding
- B. Instructions for Non-Collusion Affidavit and Non-Collusion Affidavit
- C. Description and Scope of Work
- D. Proposal Response Form
- E. Form of Agreement

### A. INSTRUCTIONS FOR RESPONDING

The following rules and procedures apply:

- 1. <u>Delivery of Proposal</u> Proposals must be submitted on the Proposal Response Form supplied by the District. Each proposal must be received in the Northern Tioga School District Business Office, 110 Ellison Road, Elkland, PA 16920, prior to 9:00 a.m. June 1, 2023. Delivery of the proposal is the responsibility of the responder. Proposals received after this date and time, even if postmarked earlier, will not be considered. Proposals will not be accepted via email or facsimile (fax).
- 2. Proposal shall be submitted in a <u>sealed</u> envelope, clearly marked SNOW PLOWING PROPOSAL ENCLOSED.

The District shall not be responsible for the opening of any proposals which are not marked in accordance with these Instructions for Responding.

- 3. All proposals submitted must be typewritten or legibly written in ink, and must be signed by the responder on the Proposal Response Form supplied as part of this RFP.
- 4. If responder is a partnership, corporation, or other business entity, the proposal response form shall be executed by the authorized partner or officer of the business entity with the name and title of the partner or officer of such business entity clearly stated beneath such signature.
- 5. A mandatory site visit is required to familiarize responders with the work and all conditions related to the work. Site visits have been scheduled on May 23, 2023 as follows:

10:00 a.m at the RB Walter/Williamson Complex, 33 Junction Cross Rd, Tioga, PA 16946 11:30 a.m. at the Clark Wood Elementary/ Administration Complex, 110 Ellison Road, Elkland, PA 1:00 p.m. at the Westfield Area Elementary School, 1355 Route 49, Westfield, PA 16950 1:30 p.m. at the Cowanesque Valley High School, 51 North Fork Rd, Westfield, PA 16950

A site visit form included in this packet must be signed by a District representative and returned with the proposal submission.

- 6. Maintenance of Worker Compensation insurance (if applicable), property and liability insurance (minimum \$500,000 single occurrence), and auto insurance (minimum \$500,000 single occurrence) is required. Certificates of Insurance acceptable to the District and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the District prior to the commencement of the Work. The Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced or non-renewed unless at least thirty (30) days prior written notice is given to the District. Except for Workers' Compensation Insurance, the District shall be named with respect to the project as an additional insured on all insurance.
- 7. Contractor must provide copies of valid driver's licensing with appropriate endorsement for all individuals (employees or subcontractors) who will be performing snow plowing services on district premises.

### B. INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- 1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § 1611 <u>et. seq.</u>, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids and RFP's.
- 2. This Non-Collusion Affidavit must be executed by the member, officers, or employee of the responder who makes the final decision on prices and the amount quoted in the bid or RFP.
- 3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other person employed by or associated with the bidder/responder with responsibilities for the preparation, approval or submission of the bid or RFP.
- 4. In the case of a bid submitted by joint venture, each party to the venture must be identified in the documents, and an Affidavit must be submitted separately on behalf of each party.
- 5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid or RFP.

STATE OF )
) SS
COUNTY OF )
I state that I am of (Name of my firm)
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid.
I state that:
(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
(Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:
I state that(Name of Firm) understands and acknowledges that the above represents important material, and will be relied upon by Northern Tioga School District in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Northern Tioga School District of the true facts relating to the submission of bids for this contract.
(Name and Company Position)
SWORN TO AND SUBSCRIBED BEFORE ME
THISDAY OF
NOTARY PUBLIC-MY COMMISSION EXPIRES:

NON-COLLUSION AFFIDAVIT

## C. DESCRIPTION AND SCOPE OF THE WORK

Contractor shall furnish all labor, materials, equipment, parts, services and incidentals necessary for completion of snow plowing services to driveways, parking areas, and paved areas owned by the Northern Tioga School District. District personnel will be responsible for snow removal on sidewalks and steps. Contractor will provide a list of equipment to be used. Contractor shall complete and submit the District Service Report Form setting forth a description of work completed after each service call for signature and approval by a District representative. This form must be submitted within 3 business days of the service provided.

- 1) All parking lots and drives must be cleaned to a hazard free condition for all personnel, students, and visitors by 7:00 a.m. every day; seven (7) days a week (including holidays) following or during the snowfall. There are no exceptions to this condition unless authorized by the Buildings and Grounds Supervisor. Plowing to clear snow by 7:00 a.m. is also required if snow is continuing to fall prior to that time.
- 2) In the event of ice conditions accumulating ¼" or more and not plowable a request may be made for additional ice melt materials to be applied. The direction will come from the Buildings & Grounds Supervisor. Please provide on the Proposal Response Form on the line indicated for one application pre location of ice control, for this use.
- 3) Any snow accumulation of one-half (1/2) inch or more automatically necessitates plowing of all areas by 7:00 a.m. Additional accumulation of one (1) inch or more requires additional plowing throughout the day. After students and staff have left the facilities and on weekends with no activities, plowing can be done with greater accumulations so as snow can be removed for the start of the next school day.
- 4) In the event of a continuing snowfall throughout a day when school is in session, additional plowing will be done in all bus lanes and driveways to be completed by 2:00 p.m. On early dismissal days, this would need to be completed by 11:00 a.m.
- 5) The contractor shall be required to remove any snow due to drifting at all times or as requested by the Buildings and Grounds Supervisor regardless if a snowfall has occurred.
- 6) Under no circumstances are parked vehicles to be plowed in.
- 7) All parking lots should be widened out as soon as possible after the main plowing is completed. Large piles of snow at the perimeters may, at times, be required to be pushed back.
- 8) Excess snow/ice shall be removed as part of the contract herein to indicated pile areas. Where piles are not acceptable, the Contractor shall remove excess snow/ice to their own dumping areas directed and approved by the Buildings and Grounds Supervisor.
- 9) Snow needs to be plowed away from the buildings and definitely never be plowed against any door, stairwells, or other emergency exit areas. Likewise, no snow is to be pushed up against or dumped on fencing, trash dumpsters, fire hydrants, etc.
- 10) Response to emergency calls for plowing at any time during any 24 hour period is to be immediate.
- 11) Snow plowing equipment is to be appropriately sized for the job.

- 12) A Certificate of Insurance must be filed with the school district by the successful bidder.
- 13) Any and all damage done to school district property, i.e., trees, lawns, car stops, fences, sign posts, lamp posts, flagpoles, etc. is to be reported to the Buildings and Grounds Supervisor the same day it happens and is to be repaired/replaced by the contractor as soon as possible. This includes any damage done to drive and walking surfaces. Repairs to lawns are to be completed at a time mutually agreed upon by both parties.
- 14) Any damage done by plowing equipment to personal vehicles parked on school district lots is to be reported to the Buildings and Grounds Supervisor immediately. Any cost of repair is the Contractor's responsibility.

#### IV. SUBCONTRACTING

- 1) The bidder submitting a bid shall perform the work with its own work force.
- 2) If bidder is using subcontractor(s), subcontractor(s) shall be noted on the bid form.
- 3) Any change in the status of subcontractors will require prior approval from the Buildings and Grounds Supervisor

#### V. FAILURE TO PERFORM

- 1) Should the Contractor fail to comply with any of the terms or conditions set forth, or should the District determine that the Contractor is in any other way unfit, unqualified or unable to perform all of the snow removal need of the district, then this agreement may be immediately terminated by the District.
- 2) This agreement may be cancelled by mutual agreement between the District and the Contractor with 30 days written notice.

#### VI. SITE VISIT INFORMATION

A mandatory site visit is required to familiarize responders with the work and all conditions related to the work. Site visits have been scheduled on May 23, 2023 as follows:

10:00 a.m at the RB Walter/Williamson Complex, 33 Junction Cross Rd, Tioga, PA 16946 11:30 a.m. at the Clark Wood Elementary/ Administration Complex, 110 Ellison Road, Elkland, PA 1:00 p.m. at the Westfield Area Elementary School, 1355 Route 49, Westfield, PA 16950 1:30 p.m. at the Cowanesque Valley High School, 51 North Fork Rd, Westfield, PA 16950

A site visit form included in this packet must be signed by a District representative and returned with the proposal submission.

#### VII. AWARD OF CONTRACT

- 1) Awarding of contract will be made by the Northern Tioga School District at a regular or special meeting in June 2023. The awarding of the contract may be based upon but not necessarily limited to items specified in this RFP.
- 2) The Northern Tioga School District reserves the right to accept or reject any or all proposals or any combination of proposals that would be in the best interest of the District. The right is also reserved to waive any irregularities in the proposals which are received.

## VIII. RPF PROPOSALS

As a minimum, the following information must be included as part of the submitted bid:

- 1) The Contractor is to include references reflecting similar size snow plowing operations.
- 2) Evidence of insurability.
- 3) Number and type of vehicles and equipment contractor owns for use at the district.

## IX. ADDITIONAL INFORMATION

Any questions or requests for additional information should be directed to Kathy VanSchaick, Business Manager (814-258-5644 X3) or Daren Bryant, Buildings and Grounds Supervisor 570-439-7736.

# D. PROPOSAL RESPONSE FORM

# Vendor Information

Name of Company		
Street		
City/State/Zip		
Office Telephone	Cell	
Signature	Name and title	

# Schedule A

Snow Plowing Services Rate Rate Rate			
Snow Plowing Services	7/1/23 to 6/30/24	7/1/24 to 6/30/25	
RB Walter Elementary/ Williamson High School Complex 33 Junction Cross Road Tioga, PA 16946	\$/per hour OR \$Contracted amount for time period	\$/per hour OR \$Contracted amount for time period	\$/per hour OR \$Contracted amount for time period
Clark Wood Elementary/ Administration Complex 110 Ellison Road Elkland, PA 16920	\$/per hour OR \$Contracted amount for time period	\$/per hour OR \$Contracted amount for time period	\$/per hour OR \$Contracted amount for time period
Westfield Area Elementary School 1355 Route 49 Westfield, PA 16950	\$/per hour OR \$Contracted amount for time period	\$/per hour OR \$Contracted amount for time period	\$/per hour OR \$Contracted amount for time period
Cowanesque Valley High School 51 North Fork Road Westfield, PA 16950	\$/per hour OR \$Contracted amount for time period	\$/per hour OR \$Contracted amount for time period	\$/per hour OR \$Contracted amount for time period

Ice Control Application – One Per Location	Rate 7/1/23 to 6/30/24	Rate 7/1/24 to 6/30/25	Rate 7/1/25 to 6/30/26
RB Walter Elementary/Williamson High School Complex 33 Junction Road Tioga, PA 16946	\$per application	\$per application	\$per application
Clark Wood Elementary/ Administration Complex 110 Ellison Road Elkland, PA 16920	\$per application	\$per application	\$per application
Westfield Area Elementary School 1355 Route 49 Westfield, PA 16950	\$per application	\$per application	\$per application
Cowanesque Valley High School 51 North Fork Road Westfield, PA 16950	\$per application	\$per application	\$per application

If an amount is provided for both sites, please indicate your availability below:	
Check the box, if you are able to provide services simultaneously to both sites.	
<u> </u>	
Check the box, if you are only able to provide service for one site or the other.	

NOTE: Please feel free to provide a proposed dollar amount for either a rate per hour or a total contract amount for the time period. If you list both a rate per hour and a total contract price, the district will determine at the time of award which option is being accepted.

# Schedule B

Please provide a list of all equipment you propose to use in servicing our account. engine, blade size, year and additional relevant information.	Include make, model,
References (include contact and phone number)	
1	
2	
3	

### E. FORM OF AGREEMENT

AGREEMENT BETWEEN: Northern Tioga S	School District (District) AND
	(Contractor) for snow plowing services at
The below signed parties agree to the following terms:	

Contractor Responsibilities

- Contractor shall furnish all labor, materials, equipment, parts, services and incidentals necessary for completion of snow plowing services to driveways, parking areas, and paved areas owned by the Northern Tioga School District at the specified facility listed above.
- Contractor shall complete and submitted the District Service Report Form setting forth a description of work completed after each service call for signature and approval by a District representative. This form must be submitted within 3 business days of the service provided.
- All parking lots and drives must be cleaned to a hazard free condition for all personnel, students, and visitors by 7:00 a.m. every day; seven (7) days a week (including holidays) following or during the snowfall. There are no exceptions to this condition unless authorized by the Buildings and Grounds Supervisor. Plowing to clear snow by 7:00 a.m. is also required if snow is continuing to fall prior to that time.
- Any snow accumulation of one-half (1/2) inch or more automatically necessitates plowing of all areas by 7:00 a.m. Additional accumulation of one (1) inch or more requires additional plowing throughout the day. After students and staff have left the facilities and on weekends with no activities, plowing can be done with greater accumulations so as snow can be removed for the start of the next school day.
- In the event of a continuing snowfall throughout a day when school is in session, additional plowing will be done in all bus lanes and driveways to be completed by 2:00 p.m. On early dismissal days, this would need to be completed by 11:00 a.m.
- The contractor shall be required to remove any snow due to drifting at all times or as requested by the Grounds Supervisor regardless if a snowfall has occurred.
- Under no circumstances are parked vehicles to be plowed in.
- All parking lots should be widened out as soon as possible after the main plowing is completed. Large piles of snow at the perimeters may, at times, be required to be pushed back.
- Excess snow/ice shall be removed as part of the contract herein to indicated pile areas. Where piles are not acceptable, the Contractor shall remove excess snow/ice to their own dumping areas directed and approved by the Grounds Supervisor.

- Snow needs to be plowed away from the buildings and definitely never be plowed against any door, stairwells, or other emergency exit areas. Likewise, no snow is to be pushed up against or dumped on fencing, trash dumpsters, fire hydrants, etc.
- Response to emergency calls for plowing at any time during any 24 hour period is to be immediate.
- Snow plowing equipment is to be appropriately sized for the job.
- Contractor must maintain Worker Compensation insurance (if applicable), property and liability insurance (minimum \$500,000 single occurrence), and auto insurance (minimum \$500,000 single occurrence) is required. Certificates of Insurance acceptable to the District and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the District prior to the commencement of the Work. The Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced or nonrenewed unless at least thirty (30) days prior written notice is given to the District. Except for Workers' Compensation Insurance, the District shall be named with respect to the project as an additional insured on all insurance.
- Any and all damage done to school district property, i.e., trees, lawns, car stops, fences, sign posts, lamp posts, flagpoles, etc. is to be reported to the Grounds Supervisor the same day it happens and is to be repaired/replaced by the contractor as soon as possible. This includes any damage done to drive and walking surfaces. Repairs to lawns are to be completed at a time mutually agreed upon by both parties.
- Any damage done by plowing equipment to personal vehicles parked on school district lots is to be reported to the Grounds Supervisor immediately. Any cost of repair is the Contractor's responsibility.
- If Contractor utilizes any subcontractor(s), a list with appropriate insurance information should be filed with the District. Any change in the status of subcontractors will require prior approval from the Grounds Supervisor.

# District Responsibilities

- The District will maintain multiple lines of communication with contractor.
- The District will evaluate contractor's performance as often as necessary, no less than seasonal.

It is further understood by both parties that this agreement is binding for the period of July 1, 2023 through June 30, 2026. The district reserves the right to re-bid this service at the conclusion of the agreement.

This agreement may be terminated by either party without reason after a minimum of 30 calendar days' notice has been issued. Failure to perform or comply with any of the terms of this agreement may result in immediate termination of this agreement.

Contractor	Northern Tioga School District
Date	 Date