

Potential Bidder(s);

The Waterloo School District is seeking proposals for a two-year contract for snow plowing/removal for all parking lots, access driveways, and paved playgrounds areas for the 2023-2024 and 2024-2025 snow season. The specifications and scope of work is attached.

Project Name: Snow Removal Request for Proposal (RFP)

Due Date: October 20, 2023

Due Time: 3:30pm

Bids Awarded: November 8th, 2023

Bid Type: Please bid on a per push/job cost

Responses to this solicitation shall be submitted to Brian Henning, Waterloo School District, 813 N. Monroe St, Waterloo, WI 53594. Proposals may be mailed or hand delivered to this address. The outside of the envelope for mailed submissions should be clearly marked **Snow Removal RFP**.

The bid is due in the District Office no later than 3:30pm (Local time) – Friday, October 20th. Proposals received after that time will not be considered. Proposals must include a list of the equipment to be used, certificated of insurance, and no less than three references, preferably one from a school.

***The District reserves the right to accept/reject any and/or all bids presented, or to accept in part or as a whole any bid advantageous to the District.**

If you have any questions regarding the bid procedure or business requirements, please contact Brian Henning at 920-478-3633, ext 4501 no later than October 19th. Questions regarding the scope of work or the physical locations should be directed to the District's Building and Grounds Manager, Tammy Renforth at 920-478-3633, ext 4171. Thank you in advance for your support of our school system.

Sincerely,

Brian C. Henning
District Administrator

CONTRACTUAL TERMS AND CONDITIONS

1. **Term:** The term of the Agreement shall commence with the 2023-2024 snow removal season and expired at the close of the 2024-2025 snow removal season.

2. Obligations and Responsibilities of the Contractor:

- a. The Contractor shall be responsible for providing sufficient equipment and qualified personnel to carry out all Contractors' obligations to the Waterloo School District as detailed in the Specifications and Scope of Work section. Contractor shall not deviate from these Specifications without prior written authorization of the District.
 - b. Contractor shall invoice for each day (clearing) work is completed in accordance with prices determined in the RFP
 - c. Contractor must have the ability and equipment to complete each school by the times stated within the RFP. Heavy snowfalls may require a bobcat, dump truck and/or a loader which is the responsibility of the contractor.
 - i. A list of equipment to be used in carrying out these obligations shall be included with the Contractor's proposal.
 - ii. Contractor shall be responsible for all maintenance and repair of all equipment.
 - d. Contractor shall ensure that all personnel have all necessary licenses, permits and qualifications to operate any equipment used in performing the obligations of Contractor under this Agreement.
 - i. Upon award, and during the term of this Agreement, Contractor shall supply the names and driver's license numbers of those employees likely to work on school district property. Contractor shall update this information with the District upon any changes.
 - ii. The District reserves the right to deny individual employees for the contractor from working on school property.
 - iii. Contractor shall provide phone numbers to the Building and Grounds Manager, including contractor's main office and after-hours numbers, as well as cell phone or telephone numbers for plow truck drivers assigned to the District.
 - e. Contractor is responsible for damage incurred while plowing and/or removal. Damages will be noted and will be deducted from the next invoice after discovery.
 - f. Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in performing Contractor's obligations under this Agreement.
 - g. Contractor shall provide the District with its taxpayer/employer identification information on an IRS W-9 form.
 - h. Contractor shall provide the District with monthly invoicing for services which shall include:
 - i. Purchase order (PO) reference number
 - ii. Location of services rendered
 - iii. Dates of services rendered
 - iv. Rate charge for service
 - v. Billing terms
3. **Independent Contractor:** It is intended by the Contractor and the District that the relationship created by this Agreement shall constitute the Contractor as an independent contractor of the District. Neither the Contractor nor any of the Contractor's employees shall be deemed an employee of the District for any purpose whatsoever. The Contractor shall be responsible for paying and/or withholding all federal, state, and local income, unemployment and social security taxes and assessments with respect to all of its employees.

4. **Insurance:** Contractor, at his/her/its own expense, shall obtain and maintain in full force general liability insurance, motor vehicle insurance, and worker's compensation insurance in amounts deemed below by the District. Certificate(s) of Insurance shall be included with the Contractor's proposal showing the below requirements have been met.
 - a. Worker's Compensation Insurance for the state required amount.
 - b. Commercial General Liability with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. The District must be named as an additional insured to such policy.
 - c. Automobile Liability with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. The District must be named as an additional insured to such a policy.
 - d. Certificates should state that if for any reason the insurance is cancelled, or the limits of the liability are reduced, the insurance company shall notify the District thirty (30) days in advance of any reduction in coverage or full or partial cancellation, and with any provision relieving the insurer of responsibility for giving such notice deleted.

5. **Indemnification:** The Contractor agrees to indemnify and hold the District harmless from all judgements, damages, fees and expenses (including attorney's fees and costs) asserted against or incurred by the District resulting from, arising out of or in connections with:
 - a. The breach by Contractor of nay provision of this agreement;
 - b. The injury or death of any person or the damage to any property resulting from the acts or omission of the Contractor; and
 - c. Any activity or proceeding for enforcement of the terms of this Agreement commenced by the District.

6. **Assignment:** This Agreement and the rights and obligations thereunder shall not be assigned by the Contractor without the written consent of the District, which consent may be withheld by the District in its sole discretion. This Agreement shall be binding upon and shall apply to the benefit of the parties hereto and their respective successors and permitted assignees.

7. **Failure to Perform:** The District reserves the right to complete snow plowing and/or salting/sanding work.

8. **Right of District to Cancel:** Waterloo School District shall have the right to cancel this Agreement prior to the expiration of its terms in the event that school district reasonably determines that the Contractor has failed to complete snow removal in a timely fashion as provided herein or if Contractor otherwise breaches any term or condition of this Agreement.

9. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, whether oral or written.

The terms of this Agreement are agreed upon.

For the Contractor

Name: _____

Title: _____

For the District

Name: _____

Title: _____

Date: _____

Date: _____

SPECIFICATIONS AND SCOPE OF WORK FOR SNOW REMOVAL SERVICES

1. All roadways, driveways, and parking areas shall be cleaned to be hazard free to all school personnel, and students by 6:00 am each day at the Elementary, IS/MS, HS campus. Plowing will be considered completed with areas are scraped to the area's surface and snow accumulation is completely removed from the areas specified.
2. a. Any accumulating snow of between .5" and 2" may require plowing. The contractor shall contact the District's Building and Grounds Manager (or designee) on whether to plow or not.
b. Any snow accumulation of 2" or more automatically necessitates plowing of all areas, at all locations.
3. The contractor has the responsibility to monitor weather conditions prior to and during each storm.
4. Responsibility for plowing includes doing so as required on weekdays, weekends and holidays with no exception unless otherwise authorized by the Building and Grounds Manager.
5. The Building and Grounds Manager of the school district is to be notified at 5:30 am when problems arise which may result in the failure to complete all work by 6:00 am.
6. Snow which falls after 7:00 am shall be plowed from the site(s) by the Building and Grounds Manager by 2:30pm. If the District requires assistance from the Contractor during this time, such requests shall be made by 11:30 am to allow the Contractor at least 3 hours prior to complete the work.
7. Snowplowing equipment is to be appropriately sized for the job. For example: large, heavy and/or wide tracking equipment is not to be used on narrow sidewalks.
8. Any and all damage done to school property, trees, lawns, car stops, fences, sign posts, lamp posts, playground equipment, flagpole, etc., is to be reported to the school district the same day it happens and is to be repaired by the contractor as soon as possible. This would include any damage done to driving and walking surfaces. Repairs to lawn are to be done prior to the grass-cutting season in the spring.
9. Any damage by plowing equipment to personnel vehicles parked on school district lots is to be reported immediately. Said cost of repairs is the contractor's responsibility.
10. Under no circumstances are parked vehicles to be plowed in.
11. All parking areas and asphalt playground areas 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 but only after the ground is frozen and only with the approval of the Building and Grounds Manager.
12. Snow should always be plowed away from the building and definitely never be plowed against any doors, stairwells, or fire escape ladders. Likewise, No snow is to be pushed up against or

dumped on fencing, trash dumpsters, or fire hydrants. Additionally, No snow is to be pushed onto non-school district property.

13. Response to emergency calls for plowing anytime during the day is expected to be immediate.
14. All prospective bidders should thoroughly inspect the site prior to submitting a bid. Once selected, the successful bidder will meet with the Building and Grounds Manager to discuss the specifics of each area.
15. A written survey of all pre-existing damage to playground equipment, flag poles, car stops, signs driving areas, walkways, etc. is to be done by the selected bidder prior to the commencement of the first snowfall. A copy of this survey is to be given to the Building and Grounds Manager.
16. The plowing sequence is for parking lots to be done first with the playgrounds to be done after all parking lots have been plowed.
17. When playgrounds are being plowed, all vehicles are to stop moving and the engines are to be shut down if children are present. Plowing is not to occur while school is in session (7:30am-3:30pm) unless the contractor is directed to do so by the Building and Grounds Manager (or designee). There are no exceptions to this procedure.

***READ CAREFULLY AND UNDERSTAND ALL SPECIFICATIONS AS STATED. ***