

## SNOW PLOWING SERVICES

for the period of July 1, 2020 through June 30, 2021  
with the option to extend two (2) additional one-year periods by mutual agreement  
Independent School District No. 94

**1) INFORMATION TO BIDDERS:** Sealed bids for Snow Plowing Services for the period of July 1, 2020 through June 30, 2021 will be received at Independent School District No. 94, hereafter called ISD 94, Garfield Administration Building, 302 14<sup>th</sup> St, Cloquet, MN 55720, up to and until **September 18<sup>th</sup>, 2020** at which time they will be publicly opened. Each bid must be addressed to Candace Nelis, Business Manager at ISD. 94, at the address aforesaid, and must be in a sealed envelope, clearly marked in the lower left hand corner "**SNOW PLOWING SERVICES**"

**2) EXAMINATION OF CONTRACT DOCUMENTS:** The bidding documents may be examined and obtained at the office of Central Administration in the Garfield Administration building. The bidders must familiarize themselves with these bidding documents and comply with same. If any inconsistency is discovered in the bidding documents by any bidder, it shall be their duty to advise ISD 94 with respect to the same.

Contractors should visit the sites of the proposed work to investigate the conditions that will be encountered in carrying out the work. Failure to do this will not relieve the contractor from the satisfactory performance of the job. All work shall be completed with good quality workmanship acceptable in the trade.

**3) CONTRACT:** The successful bidder shall promptly enter into a contract with ISD 94 for the performance of said bid to the satisfaction of ISD 94. No bidder may withdraw their bid for at least forty five days (45) from the scheduled closing time for receipt of bids.

**4) BID RESPONSE FORM:** As part of these specifications, there is submitted a Bid Response Form which each bidder must adopt and use. No bid will be considered unless submitted upon said Bid Response Form. ISD 94 reserves the right to add or delete sites as required throughout the contract. Prices will be adjusted accordingly. ISD 94 reserves the right to award by individual locations or by a "lump sum" award.

**5) THE RIGHT TO ACCEPT OR REJECT BIDS:** ISD 94 reserves the right to accept or reject any and all bids, and the further right to accept or reject any bid item, choose contractors for particular sites and to waive informalities. ISD 94 further reserves the right to limit the number of sites to any single contractor based upon staffing and equipment availability and capabilities. ISD 94 may also ascertain the qualifications of any contractor by requesting information as to the equipment, staffing, insurance and previous experience in work of this type.

**6) INSURANCE REQUIREMENTS:** The contractor shall carry valid insurance. At all times, contractor shall maintain and pay for the following insurances and name ISD 94 as an additional insured and shall furnish a certificate of insurance carrier acceptable to ISD 94 and with an A.M. Best rating of "A" or better with in ten (10) days of the execution of this agreement.

Commercial general liability, personal injury, "broad form" property damage, contractual liability, extended liability, and completed operations/products insurance in the amounts not less than one million (\$1,000,000) dollars per occurrence. This insurance should cover any and all accident, causalities and occurrences in, on or about, the School Premises which directly or indirectly results from the presence, acts or omissions of contractor, it's employees, agents or independent contractors, or from the presence of their equipment in, on or around, School Premises. This insurance shall be provided in the form of an "occurrence" policy.

Workers' compensation or employer's liability insurance in amounts accordance with a applicable law. Such insurance shall cover contractors as well as its agents and employees

Contractor shall also carry comprehensive automobile liability coverage (including contractual liability) in an amount not less then 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.

The insurance certificate furnished to ISD 94 shall provide that no insurance required by the paragraph shall be canceled, terminated, or modified without at least thirty (30) days prior written notice to ISD 94, 302 14<sup>th</sup> St., Cloquet, Mn 55720.

**7) LICENSE REQUIREMENTS:** All equipment utilized by the contractor must be operated by properly licensed drivers as required by State laws.

The contractor and equipment shall be properly licensed and registered as required.

Contractor is required to submit a current Certificate of Status from the Minnesota Secretary of State's Office or other similar proof that the bidder is licensed to do business in the State of Minnesota and is currently in good standing.

All bidders must be current on the payment of all applicable taxes, including Social Security taxes, unemployment taxes, payroll taxes, deductions required by law or Medicare, or other federal or state employment taxes. If requested the contractor shall provide a statement regarding the bidder's compliance with this requirement. In addition to the right to reject the bid for failure to comply with this requirement, the District reserves the right to terminate a subsequent contract with the bidder for the bidder's non-payment of any applicable taxes.

**8) VENDOR RESTRICTIONS:** No purchase shall be made from an employee of ISD 94, nor from a member of the immediate household of an employee. No purchase shall be made from a member of the School Board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

**9) NONDISCRIMINATION:** The contractor agrees to comply with any applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities, and service. Contractor shall not discriminate in employment or in any aspect of the performance of the contract on the basis of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, or national origin.

**10) PREVAILING WAGE:** The contractor shall pay wages and benefits as required by the Minnesota Prevailing Wage Act, Minn. Stat. § 177.41, et seq. Any wage determinations which are found to be in error do not relieve the contractor from responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the State Department of Labor and Industry. The owner will not be held liable for increased labor costs, errors or changes to rates or classifications prior to awarding the contract. To the extent the federal Davis- Bacon Act applies, the contractor is responsible for complying with its requirements. A copy of the Prevailing Wage Determination Schedule has been included in these documents, and is made a part hereof.

**11) WITHHOLDING AFFIDAVIT:** Form IC-134 "Withholding Affidavit for Contractor" is not required for this project.

**12) AWARD OF CONTRACT:** The bid will be awarded to the responsible contractor submitting the low Total Annual Amount of Bid on the attached Bid Response Form or may be awarded by site to the bidder submitting the low amount per site. A successful bidder must also fulfill contract and specification requirements. ISD 94 reserves the right to limit the number of sites awarded to any one contractor. Award of contract will be based upon equipment and staffing capabilities as well as cost. The projected number of snowfalls in each snowfall rate is: 1"-6" (16) times per season, 6.01"-12" (2) times per season, above 12.01" (1) time per season.

**13) SCOPE OF WORK:** The contractor shall provide all labor, material, equipment, and services necessary for the clearing of snow and sanding and/or salting of parking lots, roadways, and sidewalks at district wide sites listed on Bid Response Form. Services include but are not limited to the following:

One inch (1") or more of snow shall be plowed at each district site as indicated in the Bid Response Form. **No snowfall under one inch (1") will be plowed without explicit instructions from ISD 94 designated representative.**

**Accumulated snowfalls that are in excess of one inch (1") will be plowed and will be paid at the applicable rate one time.**

Snowfalls that equal less than one (1"), and accumulate to greater than one (1") over several days, and are removed/plowed as stated above will only be paid at the applicable rate one time.

Contractor shall apply sand and/or salt after each time a site is plowed. The cost of this application shall be included in the Bid Response Form for each site. Contractor shall also apply sand and/or salt upon request of ISD 94 at any time. Call outs for sand and/or salt applications when plowing service is not needed shall be billed to the District separate from this agreement.

Snow cannot be piled next to buildings, on walks, or public roadways. Doorways and garages must be kept free of snow piles. All areas indicated including designated sidewalks must be completed on time as specified to allow payment. Work shall be scheduled for all sites to be completed by 7:00 a.m. The contractor must have available resources to complete the awarded sites within an approximate timeframe of three (3) hours (4:00 AM to 7:00 AM). This will prevent immediate rework in the case of continuing snowfall.

The following website <https://w2.weather.gov/climate/> will be utilized to determine amount of daily snowfall and to determine payment. The contractor shall review this web site to familiarize and prepare to utilize information provided.

The contractor is responsible to monitor weather conditions personally, and not rely on media predictions regarding forecasted snowfall. **If the contractor fails to perform awarded work on required days by 7:00**

**AM, ISD 94 reserves the right to invoice the contractor for snow removal work incurred by other resources, either in house or contracted.**

**Weekends and Holidays:** ISD 94 will inform the contractor of sites in which snow removal is required for Saturday or weekend activities. This schedule will be given once the work is awarded. Snowfalls that occur after 9:00 PM on Friday USUALLY will not need immediate snow removal until the 7:00 AM completion deadline Monday morning.

Middle and high schools do often have weekend activities, which plowing will be required on weekends as directed by ISD 94. The contractor will be given this information in advance.

**The contractor must provide ISD 94 a phone number that is answered 24 hours a day.**

All areas to be widened as much as possible so return trips to widen will not be necessary.

As stated above, it is the contractor's responsibility to be aware of snowfall amounts and perform snow plowing as required by weather conditions and as specified in the general conditions.

The contractor shall perform all work in the early morning hours between 4:00 AM with completion prior to 7:00 AM unless otherwise directed by ISD 94.

Contractor shall inform ISD 94 when in their judgment snow should be removed from site. ISD 94 will determine if snow removal shall be done, and this removal will be provided by the contractor and billed separately from this agreement.

ISD 94 may add or delete sites and/or add or remove areas to be plowed, cost shall be negotiated between contractor and ISD 94.

**14) EQUIPMENT:** The successful contractor(s) shall have sufficient heavy equipment available to complete snow plowing within the specified time frame. Contractor shall list equipment on Bid Response Form. All equipment furnished under this agreement must be in good operating condition. No pay will be allowed for inability to operate because of mechanical failure.

**13) CONTRACT PERIOD:** The contract shall be for a period of July 1, 2020 through June 30, 2021.

The contract will be renewable for two (2) additional one-year periods by mutual agreement, subject to the agreement of both parties. The Consumer Price Index, Midwest Urban will be used as the basis for increases in the renewal years with increases calculated from the previous year data.

**16) INVOICING & PAYMENT:** Invoices received by the district that accurately reflect services rendered will be paid within thirty (30) days from the receipt of an invoice.

**Contractor shall submit invoices the beginning of each month for work completed the previous month. Invoices should reflect only work performed.**

Contractor shall follow reporting requirements as listed in Section 17.

#### **IMPORTANT INFORMATION**

**17) REPORTING REQUIREMENTS:** After completion of each site, the vendor is required to email Dylan Carlson within 24 hours indicating the time of completion and site locations. Dylan Carlson's email: [dcarlson@isd94.org](mailto:dcarlson@isd94.org)

This call is required to facilitate site inspection by ISD 94, and to document the basis for contractor's invoices.

If any items indicated in the "Scope of Work" have not been completed, a call will be made to the contractor.

Once the call is made by ISD 94, the contractor will have four (4) hours to complete the work as required. If the deficiencies are not completed, payment for that site will be adjusted as determined by the School District.

**18) DAMAGES:** Contractor shall take precautions to prevent any damage to fencing, concrete curb, light poles, signs, trees, etc.

**Contractor shall be responsible to identify any damage to above noted items and notify the District prior to snowfall. Any damage discovered during the season or once snow melts will be repaired at the snow removal contractor's expense.**

**19) TERMINATION:** The agreement between the parties may be terminated by either party any time by providing a thirty

(30) day written notice. However, ISD 94 may cancel at any time during the contract period for unsatisfactory performance by the contractor.

**20) SITE INSPECTION:** The contractor shall meet with the representative of ISD 94 prior to beginning work to review the individual sites, establish the condition of the grounds and locate any obstacles.

**21) HAZARDOUS MATERIALS:** If the contractor should spill any hazardous material on ISD 94 property, ISD 94 Facilities Management office shall be notified immediately of the spill. ISD 94 will facilitate the clean-up of any materials, and the contractor will be invoiced for all time, materials, and labor required to conform to EPA guidelines.

**22) ADDITIONAL INFORMATION:** For additional information, contact Dylan Carlson, Director of Facilities and Grounds, direct line: 218-878-3037 and cell: 218-721-791

**Snow Plowing Services**  
**CONTRACTOR CALL OUT PROCEDURES**  
Independent School District No. 94

Please adhere to the following procedure when determining whether or not snow plowing services are required.

- 1) Contractor is required to keep in contact with the National Weather Service and when it reports an accumulation of one inch (1") of snow during a snowfall, snow plowing services will be provided prior to the start of the next school day. (see General Conditions)
- 2) When poor weather (snow) conditions exist and the National Weather Service is not recording one inch (1") or more of snow accumulation, it shall be the responsibility of the contractor to call Dylan Carlson and they will advise if ISD 94 is requiring snow plowing services.
- 3) When poor weather (snow) conditions exist and either one inch (1") of snowfall has not been recorded by the National Weather Service or Dylan Carlson is not requesting plowing services, and the contractor believes snow plowing services would be advisable, it shall be the responsibility of the contractor to Candace Nelis for further instruction.

**PHONE NUMBERS**

**Dylan Carlson**                      **218-721-7912**

Director of Facilities                **651-503-2777**

**Candace Nelis**                      **218-355-8214**

Business Manager

**Dr. Michael Cary**                **218-310-1547**

Superintendent

# BID RESPONSE FORM SNOW PLOWING SERVICES

for the period of July 1, 2020 through June 30, 2021

September 18<sup>th</sup>, 2020

Independent School District No. 94

Cloquet, Minnesota 55720

Date: \_\_\_\_\_

The undersigned, having personally and carefully examined the bidding documents for Snow Plowing Services for the period of July 1, 2020 through June 30, 2021, for ISD 94, Cloquet, Minnesota, filed in the office of the Business Manager for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said bidding documents.

SITE/ADDRESS	1" - 6"	6.01" - 12"	above 12"
1 <b>Cloquet HS</b> , 1000 18 <sup>th</sup> St.	\$ _____	\$ _____	\$ _____
2 <b>Cloquet MS</b> , 2001 Washington Ave.	\$ _____	\$ _____	\$ _____
3 <b>Churchill EI</b> , 515 Granite St.	\$ _____	\$ _____	\$ _____
4 <b>Washington EI</b> , 801 12 <sup>th</sup> St.	\$ _____	\$ _____	\$ _____
5 <b>Garfield Admin</b> , 302 14 <sup>th</sup> St.	\$ _____	\$ _____	\$ _____
6 <b>Zion Church</b> , 1000 Washington Ave.	\$ _____	\$ _____	\$ _____

1" - 6" total x (16) snowfalls =	\$ _____	per annual snowfall rate
6.01" - 12" total x (2) snowfalls =	\$ _____	per annual snowfall rate
above 12" total x (1) snowfalls =	\$ _____	per annual snowfall rate
<i>(total of three line amounts)</i>	\$ _____	<b>Total Annual Amount of Bid</b>

*Total Annual Amount of Bid is based on an estimated number of snowfalls, ISD 94 does not guarantee the minimum or maximum number of snowfalls.*

Bidder: \_\_\_\_\_

**List all equipment to be used in performing snow plowing services:**

*This equipment will be subject to inspection prior to accepting bid*

Equipment (type)	Make	Model/Size	Year
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**List a minimum of four (4) previous projects:**

Project/Location	Years	Contact/Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Addendum Received: No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Primary Contact

\_\_\_\_\_  
Emergency Contact and Phone Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Primary Contact Phone Number

\_\_\_\_\_  
Correspondence Email Address