#### **Request for Bids**

#### Summary

The Moorhead Area Public Schools requests sealed bids from companies to provide snow and ice management services.

Date Issued:	September 26, 2019
Service Requested:	Snow and Ice Management Services
RFB Closing Date/Time:	October 24, 2019 at 12:00 PM
RFB Contact:	Kristin Dehmer, Executive Director of Human Resources and Operations

Bids must be sealed and delivered to the attention of: Kristin Dehmer, Executive Director of Human Resources and Operations Moorhead Area Public Schools 2410 14th Street South Moorhead, MN 56560

#### All late bids will be rejected.

All bids must be signed by a duly authorized representative of the firm.

#### All unsigned bids will automatically be rejected.

<u>Special Note:</u> This request for bids does not obligate Moorhead Area Public Schools (MAPS) to award a contract. MAPS reserves the right to cancel this RFB if it is considered to be in its best interest. Bids must be clear and concise. Bids that are difficult to follow or that do not conform to the RFB format or bidding specifications may be rejected. Bidders must include all of the required information called for in this RFB. MAPS reserves the right to reject a bid if required information is not provided or is not organized as directed. MAPS also reserves the right to issue addenda regarding this RFB by posting notice of the addenda on the MAPS website at <u>www.moorheadschools.org/rfp</u>. For this RFB, posting on the captioned website constitutes written notification of the addenda to each respondent. Respondents should check the site daily and are expected to review the information on the site carefully before submitting a final bid.

Sealed bids will be received until 12:00 PM on October 24, 2019 and will be publicly opened, read, and tabulated on October 28, 2019 at 2:00 PM at Probstfield Center for Education. A recommendation to enter into an agreement with the lowest responsible bidder will be presented to the School Board at the November 11, 2019, board meeting.

The Moorhead Area Public Schools would like to thank you for your interest and looks forward to your response.



**Request for Bids For** 

**Snow and Ice Management Services** 

1

Information	Page	
Section 1- General Information	3	
Section 2- Bid Submission	5	
Section 3-Instruction to Bidders	6	
Section 4- General Terms and Conditions		
Section 5- Snow and Ice Management Services		
Section 6- Pricing, Invoicing, and Payment		
Section 7- Addendum		
Section 8 - Attachments	12	

## **1.0 GENERAL REQUIREMENTS**

**1.1 Introduction**: Moorhead Area Public Schools (the "School District") is desirous of receiving services for snow and ice management. The purpose of this Request For Bids for snow and ice Management Services (the "RFB") is to obtain sealed bids from professional and qualified bidders who can provide the snow and ice management services in accordance with the terms and conditions of this RFB. The School District intends to award a three (3) year contract, commencing on *November 12, 2019,* and ending on *October 31, 2022.* 

**1.2 Background:** The School District operates nine (9) buildings, which include elementary, middle school, and high school. The School District desires snow removal for nine (9) buildings. The scope of the snow and ice management services is described in more detail in Sections 5.0. The nine buildings are listed below:

Buildings	Address	Snow and Ice Management Sq. Footage
1. Ellen Hopkins Elementary	2020 11th Street S. Moorhead, MN	74,078
2. Robert Asp Elementary	910 11th Street N. Moorhead, MN	71,731
3. S.G. Reinertsen Elementary	1201 40th Ave S. Moorhead, MN	139,828
4. Probstfield Center For Education	2410 14th Street S. Moorhead, MN	95,213
5. Dorothy Dodds Elementary	4400 24th Avenue S. Moorhead, MN	76,613
6. Horizon Middle School	3601 12th Avenue S. Moorhead, MN	396,564
7. Moorhead High School	2300 4th Avenue S. Moorhead, MN	295,242
8. VISTA Building	2777 34th Street S. Moorhead, MN	114,306
9. Sam's Club Property	2800 27th Ave S, Moorhead, MN	351,142

**1.3 Contact Information:** The contact identified below, is the sole point of contact regarding the RFB from the date of issuance until the selection of the successful bidder.

Kristin Dehmer Executive Director of Human Resources and Operations Moorhead Area Public Schools 2410 14th Street South Moorhead, MN 56560 Email: kdehmer@moorheadschools.org

**1.4 Contract Terms:** The agreement is for three (3) years and will begin on November 12, 2019 and continue through October 31, 2022.

**1.5 Minimum Respondent Qualifications:** The following minimum qualifications must be met by each bidder:

- a. Bidder shall have a minimum of five (5) years experience in the snow and ice management industry and have current or past zero tolerance type customers and contracts. A minimum of 3 references shall be provided to School District upon submittal of RFB.
- b. At the School District's request an inspection of the bidder's equipment and financial records may be required before contract award. Potential bidders must be in good standing with the secretary of state within the state they are registered in.
- c. The use of subcontractors is strictly prohibited without the written consent of the School District. If bidder wishes to utilize a subcontractor an operational plan must be presented to School District outlining the equipment, location, and management plan of potential subcontractor. Subcontractor will be required to adhere to the same insurance requirements as outlined in this RFB.

**1.6 Inspection of Premises:** Bidders must participate in mandatory site inspections on October 11, 2019. The site inspections will begin at 8:00 AM and end at 10:00 AM. All bidders must e-mail Jim Smith, Director of Property Services, to provide notice of their intent to attend the site inspections by no later than October 9, 2019 at 12:00 p.m.

# 1.7 Key Events Dates:

MAPS Issues RFB at The Extra Newspaper www.moorheadschools.org/RFP	September 26, 2019
Site Inspections Contact Jim Smith @ jsmith@moorheadschools.org by noon on October 9, 2019 to provide notice of intent to attend site inspections	8:00 AM to 10:00 AM on October 11, 2019
Last day for bidders via email to submit questions to <u>rfp@moorheadschools.org</u>	October 17, 2019
Response to bidder questions will be listed by addendum at www.moorheadschools.org/rfp.	October 21, 2019
Bid Submission Deadline	October 24, 2019
Bid Opening Date	October 28, 2019
Notification of Award by	November 6, 2019
Recommendation to School Board	November 11, 2019
Contract Start Date	November 12, 2019
Property Services Contact	Kristin Dehmer, Executive Director of Human Resources and Operations

# 2.0 BID SUBMISSION

**2.1 Examination and Solicitation Documents:** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder.

**2.2 Submission:** The submission of a bid shall be prima facie evidence that the bidder has full knowledge of the scope and nature of the contract requirements. Sealed bids must be submitted as outlined in Section 3.0. Faxed Bids ARE NOT acceptable.

**2.3 Interpretation or Representations:** The School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into this RFB or a formal written addendum to this RFB.

**2.4 RFB Questions and Clarifications:** Any questions or requests for clarification regarding the terms of this RFB must be submitted in writing via e-mail to <u>rfp@moorheadschools.org</u> by no later than October 17, 2019. Questions and requests for clarification will only be accepted via email. The School District will respond to questions from bidders in an addendum that will be posted on October 21, 2019 on the School District website at <u>www.moorheadschools.org/rfp.</u>

**2.5** Addendum: The only method by which any requirement of this solicitation may be modified is by written addendum. The School District is not responsible if a bidder does not receive information in an addendum in time to include the information with the bid submission. Any addendum will be posted to the School District website at <u>www.moorheadschools.org/rfp</u>.

**2.6 Bid Preparation Costs:** The costs for developing and delivering responses to this RFB are entirely the responsibility of the bidder. The School District is not liable for any expense incurred by a bidder in the preparation and presentation of a bid.

- **2.7 Cancellation of RFB:** If the School District determines that it is in the School District's best interest, it reserves the right to do any of the following:
  - 1. Cancel this RFB
  - 2. Modify this RFB in writing as needed
  - 3. Reject any or all bids received in response to this RFB
  - 4. Request new bids if all bids are rejected

**2.8** Accuracy/Withdrawal of Bids Prior to Bid Opening: Bids may be withdrawn in writing at any time prior to the opening hour. However, no bid may be withdrawn for a period of sixty (60) days subsequent to the opening of the bid without the prior written approval of the School District.

**2.9 Taxes:** The School District is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, the School District will not be responsible for payment of the taxes. The respondent shall absorb the taxes entirely. Upon request, the School District's Tax Exemption Certificate will be furnished.

**2.10 Evaluation:** The School District reserves the right to consider factors other than price to determine the lowest responsible bidder. Since the School District is seeking snow and ice management services that are not necessarily capable of precise or exact specifications, these factors may include the overall qualifications and experience of the bidder and its personnel, whether the bidder has successfully performed comparable snow and ice management services in the past, and whether the bidder has provided sufficient evidence of access to sufficient personnel and equipment to fully meet the snow and ice management needs of the School District.

**2.10** Affidavit of Non-Collusion: All respondents are required to complete the Affidavit of Non-Collusion form attached hereto as Attachment A and submit it with the response.

**2.11 Alterations and Erasures:** A bid containing an alteration or erasure will be rejected unless the alteration or erasure is corrected as follows: An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

**2.12 Bid Rejection and Waiver of Informalities:** This RFB does not obligate the School District to award a contract and it reserves the right to cancel this RFB if it is considered to be in its best interest. The School District also reserves the right to waive minor informalities or irregularities with respect to bids.

**2.13** Award of Contract: The School District reserves the right to reject any or all bids submitted, waive minor irregularities or informalities, and to accept that bid which is considered to be the lowest responsible bid and in the best interest of the School District. Any such decision shall be considered final and not subject to recourse. Unless the School District is advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications outlined in this RFB. Any exceptions and explanations regarding the items listed should be delivered with the bid. The successful bidder will be notified a minimum of three days prior to School Board approval. Formal notice of the contract award will occur within three business days following the School Board meeting by e-mail. The successful bidder may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from the School District, which may be withheld for any reason.

# 3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid.

**3.1 Bid Format and Content:** In order for School District to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested in this RFB. The forms attached to this RFB must be filled out completely. A bidder may use additional sheets if needed. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate a rejection of the bid. Each bid must include the following information, as well as any other specifically requested elsewhere in this RFB:

- 1. **Cover Letter.** The cover letter must confirm that the bidder understands all the terms and conditions contained in this RFB and will comply with all the provisions of this RFB. Further, the cover letter should acknowledge that should the contract be awarded to the bidder, the bidder would be prepared to begin services upon contract approval from School District. The cover letter must include the full contact information of the person(s) the School District shall contact regarding the bid. The cover letter must contain the information required in Attachment B and be signed by a representative of the bidder who is authorized to make contractual obligations on behalf of the bidder.
- 2. Legal Name of Company.
- 3. Headquarters Address and Relevant Contact Information.
- 4. Federal Tax ID Number
- 5. Outline the Insurance Coverage Carried by the Company
- 6. **Experience & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this RFB by providing the following:
  - a. A description of the bidder's experience in snow and ice management;
  - b. The bidder's staffing and operational plan for providing snow and ice management services to the School District pursuant to this RFB;
  - c. Total number employees the responder's company has available locally;
  - d. Explain the ability of the bidder's company to provide the service of snow and ice management to the School District as outlined in this RFB; and
  - e. A detailed description of equipment to be used for providing snow and ice management services to the School District.
- 7. **Pricing.** Bidder shall submit on the bid submission form attached as Attachment G, prices for each item listed for snow and ice management services. Bids must be firm and guaranteed for the three-year duration of the contract.
- 8. Describe All Past and Present Lawsuits or Legal Actions Involving Bidder Over the Past Three Years. Also, please state whether these actions have had a material effect on the financial condition of your company.

**3.2 Packaging of Response**: Please submit one (1) original and four (4) hard copies of the bid. The bid documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside envelope:

- 1. Bidder's Complete Name and Address
- 2. Bid Due Date and Time
- 3. Bid for snow and ice management service
- 4. Sealed Bid

**3.3 Late Bids: Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.** It shall be the bidder's sole risk to ensure delivery to the designated office by the designated time. Late bids will not be opened and may be returned to the respondent at the expense of the respondent or destroyed, if requested.

**3.4 Respondent's Signature**. The cover letter must be signed in blue ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFB guarantees that the offer has been established without collusion and without effort to preclude the School District from obtaining the best possible supply or service.

# 3.5 Bids Must Be Submitted To:

Kristin Dehmer Executive Director of Human Resources and Operations Moorhead Area Public Schools 2410 14th Street South Moorhead, MN 56560

**3.6 Bid Opening:** The School District will conduct a public bid opening at 2:00 PM on October 28, 2019 in Probstfield Center for Education, at which time bids will be opened, read, and tabulated for the School Board. The District will attempt to contact a bidder's references following the bid opening. All bids become the property of School District and will not be returned except in the case of a late bid.

# 4.0 GENERAL TERM AND CONDITIONS

**4.1 Applicability:** These general terms and conditions will be observed in preparing the bid to be submitted.

**4.2 Contract:** After notice of the award, the contract will be put into effect by means of contract documents executed by duly authorized representatives of the successful bidder and the School District.

**4.3 Right to Terminate:** The School District may terminate the contract resulting from this RFB at any time for a breach of any contractual obligation by the successful bidder or in the event the successful bidder provides unsatisfactory service, as determined in the School District's sole discretion. Should School District exercise its right to terminate the contract as provided in this Paragraph, the School District will provide thirty (30) calendar days' written notice to the successful bidder and such termination shall become effective on the date as specified in the termination notice. In the event of an early termination by the School District, the successful bidder must continue to fully and faithfully perform its obligations under the agreement until the termination date and the School District's payment for services provided by the successful bidder will be prorated as of the termination date.

**4.4 Proprietary Information:** Bidders should be aware that the contents of all submitted bids are subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA") and

information submitted with a bid will be considered public information unless the MGDPA provides otherwise. All proprietary information in the bid must be identified by clearly marking on the top of each page so considered, "Proprietary Information." The question of whether any information designated by a bidder as Proprietary Information is protected from disclosure will be governed by the MGDPA standard. While School District will endeavor to maintain all submitted information deemed proprietary within School District, the release of such information will be governed by Minnesota law and the School District will not be liable for the release of such information.

**4.5 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this bid becomes the property of School District and will be maintained in accordance with applicable records retention requirements.

**4.6 Insurance Requirements:** The successful bidder must maintain commercial general liability and automobile liability coverage with minimum combined single limit, bodily injury and property damage liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence/aggregate. The successful bidder must maintain workers' compensation coverage with statutory limits and will also maintain employers' liability coverage with a limit of at least Three Hundred Thousand Dollars (\$300,000.00) for each accident. The general liability is to be issued on an occurrence-made basis. The successful bidder must annually provide School District with current, valid insurance certificates evidencing required coverages under the Agreement with required policies or certificates of insurance properly endorsed to give School District at least thirty (30) days' notice of cancellation or material reduction of insurance coverage. The successful bidder must provide evidence of the insurance coverage required under this Section 4.6 before the contract is executed.

**4.7 Performance and Payment Bond:** The successful bidder must procure a performance and payment bond for the full amount of the contract price. Prior to the commencement of snow and ice management work pursuant to the contract, the successful bidder must submit performance and payment bonds meeting the requirements of state law, including Minnesota Statutes Section 574.26. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.

**4.8 Background Checks:** Consistent with Minnesota Statutes Section 123B.03, subdivision 1(c), the School District reserves the right to require any of the bidder's representatives providing services to the School District to undergo a criminal background check. The School District may require bidder to remove an individual from providing snow and ice management services to the School District based on the results of a background check.

**4.9 Independent Contractor Relationship:** The successful bidder will perform services as an independent contractor. Neither the successful bidder nor any of its agents or employees will be deemed to be an agent or employee of the School District. Nothing in the School District's agreement with the successful bidder may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the School District and the successful bidder.

**4.10 Compliance with Laws and Regulations:** All City, County, and State rules and regulations are to be followed by bidder's representatives while working on School District properties.

## 5.0 SNOW AND ICE MANAGEMENT BID SPECIFICS

The following minimum specifications must be followed in regards to providing pre-treatment, snow and ice management, and post-treatment on the School District's properties:

- A. The use of subcontractors is strictly prohibited without the written consent of the School District. If bidder wishes to utilize a subcontractor an operational plan must be presented to School District outlining the equipment, location, and management plan of potential subcontractor. Subcontractor will be required to adhere to the same insurance requirements as outlined in this RFB.
- B. The successful bidder shall coordinate with District's Property Services Director or designee in regards to the school calendar. On days when school is in session, the successful bidder must make commercially reasonable efforts to ensure that snow accumulation at all of the School District's school sites is cleared by no later than 6:00 AM unless snow or ice is continuing to accumulate, in which case the successful bidder must complete snow and ice management and treatment operations at all school sites as soon as possible. Snow and ice management on days in which students and/or staff are not required to report to the School District's sites will be on an "on-call" basis only. For instance, during breaks in the school calendar, it is possible that staff may be working special events taking place that require clean parking lots.
- C. Bidder shall have a minimum of 5 years experience in the snow and ice management industry and have current or past zero tolerance type customers and/or contracts. A minimum of 3 references shall be provided to School District upon submittal of RFB.
- D. The services to be provided by the successful bidder will include pre-treating, post-treating, and removing snow from all parking lots and vehicle drop off areas at each of the School District's sites identified above.
- E. The School District is seeking a Full-Service Seasonal Contract. The School District considers its property high-risk and heavily traveled and therefore will utilize "Zero Tolerance" standard for the accumulation of snow and ice. The School District needs its parking lots clear of snow and ice all winter, no matter the conditions. This includes:
  - 1. Treating parking lots with ice melt and moving snow for any amount of snow accumulation over a dusting. If drifting/dusting begins to accumulate, snow will be removed as soon as possible.
  - 2. Lots will be kept as clean as possible and treated with pre- and post-treatment material during heavy snowfalls. Pre- and post-treating creates a residual effect, which reduces the amount of ice buildup between snowfalls.
  - 3. Snow will be removed to allow for the flow of traffic during heavy snowfalls.
  - 4. In the event of a dispute between the School District and the successful bidder as to whether snow and ice management services are necessary, the need for snow removal and pre- and post-treatment of any parking lot will be determined by the School District's Property Services Director or designee.
- F. All products bidder intends to use either for pre-treat or post treating must be approved by the School District, a product summary sheet and MSDS/SDS must be provided for each

product. Each bidder must submit a copy annually of its salt contract and origin of supply. The School District will NOT pay any surcharges during salt/de-icer shortages, it is the bidder's responsibility to properly source and supply product.

- G. The School District may request the bidder supply ice melt. The products must be approved for use by the School District and be concrete friendly. Ice melt would be supplied on a "time and materials" basis, pricing for such is not included in the annual pricing contract.
- H. Each bidder shall provide an operational plan to the School District, this plan will outline the management structure, equipment type, size, plow type/size, the bidder intends to use at each of the School District's buildings. This plan will be reviewed annually and must be approved by the School District prior to the onset of each winter season. The School District requires that all equipment be in contractor's inventory by November 1<sup>st</sup> each year.
- I. The School District requires that all bidders own and/or lease their own snow removal equipment. The School District defines a **lease** as a contract between the bidder and a certified commercial dealer, a leasing company, or a financial institution. The School District will not accept the use of any snow removal equipment that is not either owned by bidder or leased by bidder from a certified commercial dealer, a leasing company, or a financial institution.
- J. Pedestal signs that are moved as a result of snow removal must be put back in the appropriate location at the completion of each snow removal event.
- K. The District's Property Services Director or designee will make final decisions when questions arise as to whether plowing or treatment is necessary.
- L. The successful bidder will agree to replace and or repair anything damaged as a result of snow removal. This includes but is not limited to turf, shrubbery, trees, benches, fences, and curbs. All repairs must meet the approval of the District's Property Services Director or designee and shall be completed by no later than May 10 of each season.
- M. The bidder is responsible for any fuel spills, oil leaks, or hazardous material spills relating contractor's equipment or personal. In the event of a leak or spill the School District reserves the right to contract an EPA certified contractor to mitigate clean up such leak or spill. The bidder would be responsible for all costs related to clean up and environmental mitigation.

# 6.0 PRICING, INVOICING, AND PAYMENT

Each bidder must provide the School District with fixed amount for all of its snow and ice management services for each year of the contract. The bidder shall submit an invoice in the first of the month during the contract term (November – April). The School District shall pay the amount within 30 days of receipt. A monthly invoice shall be  $1/6^{th}$  of the amount in the  $40.0^{\circ}$  –  $59.9^{\circ}$  cost column. Within 15 days after April 30<sup>th</sup> the bidder shall provide the School District with the total snowfall accumulation for the city of Moorhead as recorded by NOAA.

Should the snowfall accumulation for the season be between (0-39.9" inches) the bidder will submit a written credit to the School District for the difference between column B and A to be applied to the following season's service cost. If the snowfall total is between (60.0" and 79.9") the School District will issue bidder a check for the difference between column B and C. Should the snowfall total be

(80"+) bidder will be paid for the difference between column B and C and Time and materials or per inch for any snow service provided 80"+.

At 80" + the bidder must provide the cost per inch to fully plow and de-ice entire zone per RFB specifications. For example, if the cost per inch to service zone 1 = \$1,000 and the bidder services a three inch snow event, the invoice to the School District would be \$3,000.

The School District would also like the bidder to provide the cost to pre-treat and de-ice entire zone for single application with no plowing. For example, if the cost to pre-treat and de-ice zone 1 = \$800.00. The bidder services a freezing rain event and provides 2 full de-icing applications the invoice to the School District would be \$1,600.

The School District has the right to retain 15% of April's total invoice, the remaining 15% will be paid to bidder when all winter related repairs are made to the satisfaction of the School District.

# 7.0 ADDENDUM

**8.1 RFB Questions and Clarifications:** Questions and requests for clarification are only accepted via Email at <u>rfp@moorheadschools.org</u>. Official responses to questions will be provided via this addendum. Questions submitted during the bid period of the RFB will be reviewed an answered until October 17, 2019. Questions submitted and official responses can be found <u>HERE</u>.

Signature of Authorized Representative

#### 8.0 ATTACHMENTS

Commission Expires (mm/dd/yyyy)

#### Attachment A- Affidavit of Non-Collusion

I swear (or affirm) under the penalty of perjury:

- 1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
- 2. That the attached bid submitted in response to Moorhead Area Public Schools Request for Bids has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Bids, designed to limit fair and open competition.
- 3. That the contents of the bid have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the bids.
- 4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature		
Bidder's Firm Name:		
Print Authorized Representative's Name:	Title:	
Authorized Signature:	Date:	
Notary Public		
Subscribed and sworn to before me this:		
day of,		
Notary Public Signature		

## **Attachment B- Cover Letter**

The School District requests that the following be labeled Attachment B. The cover letter must confirm that the bidder understands all the terms and conditions contained in this RFB and will comply with all the provisions of this RFB. Further, that should the contract be awarded to your company, you would be prepared to begin services upon contract approval from School District.

The cover letter must include the full contact information of the person(s) the School District shall contact regarding the bid. The cover letter must be signed in blue ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFB guarantees that the offer has been established without collusion and without effort to preclude the School District from obtaining the best possible supply or service.

The cover letter also needs to include the following:

- 1. Legal Name of Company;
- 2. Headquarters address and relevant contact information;
- 3. Federal Tax ID Number
- 4. Describe all past and present lawsuits or legal actions that your company has had in the past three years. Also, please state whether these actions have had a material effect on the financial condition of your company.

## Attachment C-Experience and Operation Plan

**Experience & Operational Plan.** Each bidder must describe their capabilities to provide the services requested in this RFB by providing the following:

- 1. A description of the bidder's experience in snow and ice management and experience with full service seasonal contracts;
- 2. The bidder's staffing and operational plan for providing snow and ice management services to the School District pursuant to this RFB;
- 3. Total number employees the responder's company has available locally;
- 4. Explain the ability of the bidder's company to provide the service of snow and ice management to the School District as outlined in this RFB; and
- 5. A detailed description of equipment to be used for providing snow and ice management services to the School District.

# **Attachment D- References**

# Commercial Snow and Ice Management References:

Company	Contact Name	Phone Number	Contract Size-Sq. Ft.

**Attachment E- Equipment List** Each bidder must include documentation to confirm that it owns or leases the equipment listed in accordance with the requirements of the District's specifications. If more space is needed than provided, provide on another sheet and label it Attachment G.

# Snow and Ice Management:

Equipment Description	Number	Owned/Leased	Ownership or Lease Documentation Attached

### **Attachment G- Snow and Ice Management Tiered Annual Contract**

Name of Bidder:

The School District believes this snow and ice management contract should be fair to all bidders, Therefore, the School District believes the tiered contract approach be accomplishes this goal.

- A. 0" 39.9" ------\$(zero tolerance annual)
- B. 40.0" 59.9" ------ \$(zero tolerance annual)
- C. 60.0" 79.9" -----\$(zero tolerance annual)
- D. 80"+ -----\$ Cost per inch over 80"

The bidder shall submit an invoice in the first of the month during the contract term (November – April). The School District shall pay the amount within 30 days of receipt. A monthly invoice shall be  $1/6^{\text{th}}$  of the amount in the 40.0" – 59.9" cost column. Within 15 days after April 30<sup>th</sup> the bidder shall provide the School District with the total snowfall accumulation for the city of Moorhead as recorded by NOAA.

Should the snowfall accumulation for the season be between (0"-39.9" inches) the bidder will submit a written credit to the School District for the difference between column B and A to be applied to the following season's service cost. If the snowfall total is between (60.0" and 79.9") the School District will issue vendor a check for the difference between column B and C. Should the snowfall total be (80"+) vendor will be paid for the difference between column B and C and Time and materials or per inch for any snow service provided 80"+.

At 80" + the bidder must provide the cost per inch to plow and de-ice entire zone per RFB specifications. For example, if the cost per inch to service zone 1 = \$1,000 and the bidder services a three inch snow event, the invoice to the School District would be \$3,000.

The School District would also like the bidder to provide the cost to pre-treat and de-ice entire zone for single application with no plowing. For example, if the cost to pre-treat and de-ice zone 1 = \$800.00. The bidder services a freezing rain event and provides 2 full de-icing applications the invoice to the School District would be \$1,600.

	Square Feet	Site 1	Site 2	Site 3	Site 4	Site 5
Zone 1	887,406	Robert Asp Elementary	Ellen Hopkins Elementary	Probstfield Center For Education	Moorhead High School	Sam's Club Property
Zone 2	822,524	S.G. Reinertsen Elementary	Dorothy Dodds Elementary	Horizon Middle School	VISTA Building	

	Year 1					
	0.0"-39.9"	40.0"-59.9"	60.0"-79.9"	80"+ (Full Service)	80"+ (pretreat/de-ice)	
Zone 1:	\$	\$	\$	\$	\$	
Zone 2:	\$	\$	\$	\$	\$	
Year 1 Total:	\$	\$	\$	\$	\$	

	Year 2					
	0.0"-39.9"	40.0"-59.9"	60.0"-79.9"	80"+ (Full Service)	80"+ (pretreat/de-ice)	
Zone 1:	\$	\$	\$	\$	\$	
Zone 2:	\$	\$	\$	\$	\$	
Year 2 Total:	\$	\$	\$	\$	\$	

	Year 3				
	0.0"-39.9"	40.0"-59.9"	60.0"-79.9"	80"+ (Full Service)	80"+ (pretreat/de-ice)
Zone 1:	\$	\$	\$	\$	\$
Zone 2:	\$	\$	\$	\$	\$
Year 3 Total:	\$	\$	\$	\$	\$