

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
68 Dudley-Oxford Road
Dudley, MA 01571
Phone (508) 943-6888 Fax (508) 943-1077



2020-2022 SNOW PLOWING AND SANDING BID

Group 3:
Heritage School
Charlton Middle School
Charlton Elementary School

DEADLINE
October 28, 2020
10:00 a.m.

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
 SNOW PLOWING AND SANDING BID
 TABLE OF CONTENTS

1.0	PUBLIC NOTICE	1
2.0	GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS	2-3
	2.1 – Proposal and Contract	2
	2.2 – Addendum	2
	2.3 – Questions	2
	2.4 – How to Modify or Withdraw Bids	2
	2.5 – District Right to Cancel IFB or Reject Bids	3
	2.6 – Bid Price Requirement	3
	2.7 – Unexpected Closures	3
	2.8 – Bid Deposit	3
	2.9 – Performance Bond or Check	3
3.0	SCOPE OF SERVICES	3-4
	3.1 – Services for Heritage School	4
	3.2 – Services for Charlton Middle School	4
	3.3 – Services for Charlton Elementary School	4
4.0	REFERENCES	4
5.0	RULE OF AWARD	5
6.0	ADDITIONAL CONTRACT TERMS AND CONDITIONS	5
	6.1 – Insurance Requirements	5
	6.2 – Billing Requirements	5
	6.3 – Snowfall Measurements	5
7.0	TERMINATION	5
	7.1 – Termination for Lack of Funds	5
	7.2 – Other Conditions Subject to Termination	5
8.0	MINIMUM CRITERIA	6
9.0	REFERENCE FORM	7
10.0	NON-COLLUSION FORM	8
11.0	TAX COMPLIANCE CERTIFICATION FORM	9
12.0	GROUP 3 - Forms – Heritage School/Charlton Middle School/Charlton Elementary School	10-13
	12.1 – Equipment List	10
	12.2 – Pricing Form – Heritage School	11
	12.3 – Pricing Form – Charlton Middle School	12
	12.4 – Pricing Form – Charlton Elementary School	13
13.0	SAMPLE CONTRACT	14-16
14.0	CHECKLIST FORM	17

1.0 PUBLIC NOTICE

PUBLIC NOTICE

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
68 DUDLEY-OXFORD ROAD
DUDLEY, MA 01571
Phone (508) 943-6888 Fax (508) 943-1077

The Dudley-Charlton Regional School Committee hereby invites sealed bids for “SNOW PLOWING AND SANDING.”

Snow plowing, snow removal, and sanding services are for two years, commencing October 29, 2020 and terminating June 30, 2022 at Charlton Elementary School, Heritage School and Charlton Middle School. Specification and bid proposal forms are available from October 7, 2020 through October 28, 2020 at:

Superintendent of Schools
Dudley-Charlton Regional School District
68 Dudley-Oxford Road
Dudley, MA 01571
(508) 943-6888

All bids must be in conformity with all pertinent statutes and regulations of the Commonwealth of Massachusetts.

All bids must be sealed and labeled “SNOW PLOWING AND SANDING BID” and received in the Office of the Superintendent, 68 Dudley-Oxford Road, Dudley, MA not later than 10:00 a.m. on October 28, 2020, at which time and place bids will be publicly opened and read.

The School Committee reserves the right to reject any or all bids, or any part thereof, when it appears to them that the best interests of the district are served by doing so.

Richard J. Mathieu
Director of Finance and Operations

2.0 GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

2.1 Proposal and Contract

This bid document and all related appendices, bid proposal forms, compliance forms, addenda and bidder's response is an integral part of the contractor's bid proposal and contract for services. The contractor offers to furnish snow plowing and related services for the Dudley-Charlton Regional School District in accordance with all provisions incorporated herein.

Sealed Bids must be delivered to:

Superintendent of Schools
Dudley-Charlton Regional School District
68 Dudley-Oxford Road
Dudley, MA 01571

By 10:00 a.m. on Wednesday, October 28, 2020, at which time all bids will be publicly opened and read. It should be clearly marked on the outside: "Snow Plowing and Sanding Bid." All bids must include a non-collusion form, tax compliance certificate, equipment list(s), bid pricing form(s), reference form and bid deposit. Sealed bids will be found acceptable only if hand-delivered, delivered by courier, or received through the mail. Faxed proposals will not be accepted.

Bidders may bid on any, or all, group(s) of schools as listed below:

➤ Group 3 – Heritage School ~ Charlton Middle School ~ Charlton Elementary School

2.2 Addendum

If any changes are made to this Invitation for Bid (IFB), an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB.

2.3 Questions

Questions concerning this invitation for bids should be directed to Richard J. Mathieu, 68 Dudley-Oxford Road, Dudley, MA before 10:00 a.m. on October 14, 2020. Questions may be delivered, mailed, telephoned (508-943-6888) or faxed (508-943-1077). Written responses will be mailed or faxed to all bidders on record as having picked up the IFB.

2.4 How to Modify or Withdraw Bids

A bidder may correct, modify, or withdraw a bid by written notice received by the Dudley-Charlton Regional School District prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. __." Each modification must be numbered in sequence, and must reference "Snow Plowing and Sanding Bid" the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Dudley-Charlton Regional School District or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake on the intended bid is clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

2.5 District Right to Cancel IFB or Reject Bids

The District may cancel this IFB, or reject in whole or in part any and all bids, if the District determines that cancellation or rejection serves the best interests of the District.

2.6 Bid Price Requirement

All bids submitted in response to this IFB must allow the District up to twenty-five (25) days to award the contract following the bid opening on October 28, 2020. It is anticipated that the School Committee will award this contract on October 28, 2020.

2.7 Unexpected Closures

If, at the time of the scheduled bid opening, the Dudley-Charlton Regional School District Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 10:00 a.m. on the next normal business day. Bids will be accepted until that date and time.

2.8 Bid Deposit

Each bid shall include a bid deposit consisting of a certified check or a cashier's check made payable to the Dudley-Charlton Regional School District in the amount of five hundred dollars (\$500). Bid deposit checks will be returned to bidders after the contract is signed with the successful bidder. If the successful bidder fails to or is unable to execute a contract, its bid deposit check will be forfeited to the Dudley-Charlton Regional School District.

2.9 Performance Bond or Check

The Contractor will be required to submit to the School Committee, or its designee, at the time of the execution of the Contract a certified check for **\$1,000 per school** to be held as a performance guarantee. In lieu of a check, a surety performance bond guaranteeing the performance of the contract by the Contractor during the first school year within the term of the Contract will be acceptable. The bond shall be a surety company bond in the amount of the Total Annual Price estimate specified in the Contractor's Bid Proposal. On or before each June 30th within the term of the Contract, the Contractor will be required to submit to the School Committee, or its designee, a renewal of the bond for the ensuing school year. All bond premiums shall be paid by the Contractor. The surety company bond must be obtained from a surety company qualified to do business in the Commonwealth of Massachusetts. The bond shall be in such form as is satisfactory to the Committee.

3.0 SCOPE OF SERVICES

For the purposes of this bid, snow plowing, snow removal and sanding services are to be available from October 29, 2020 through June 30, 2022. Bid forms show an **estimated** number of storms. Payment will be based on **actual** service, not estimated.

Snow plowing and sanding will be done under the direction of the Head Custodian at each of the seven schools identified in this bid. The Contractor must provide a contact person and emergency phone number for the Head Custodian at each school to request services.

The Contractor is responsible for plowing as soon as three inches of snow is on the ground, or if contacted by the Head Custodian for all snow fall less than three inches. Sand, with salt added, must comply with a generally accepted quality such as that required by the local Highway

Departments or the Massachusetts Highway Department. It is the Contractor's responsibility to ensure access to appropriate equipment to adequately clear driveways referenced below of all snow and treat with sand to ensure safe usage.

At the end of the snow season, the successful bidder must remove accumulated sand from driveways and parking lots on a date acceptable to the Head Custodian.

It is the Contractor's responsibility to be familiar with the scope of the work and all areas involved, and will take all precautions to avoid damage to grassed areas, curbing and speed bumps. The Contractor will be liable for such damages. In the case of an accident or damage to District property, the Contractor will inform the school immediately with a follow-up report in writing.

3.1 Services for Heritage School, 34 Oxford Road, Charlton, MA

Head Custodian: Chris Tittle (508) 248-4884 Ext. 100

All driveways and parking lots must be cleared by 7:30 a.m.

Areas to be plowed and/or sanded include:

1. Two (2) entrance driveways from Oxford Road to school.
2. Driveway and parking lots on northerly and westerly side of building.
3. Driveway to playground and playground area using pick-up truck only.
4. Delivery access driveways for maintenance and food service entrances.
5. Fire lane in rear of building across grass surface using pick-up truck only, when requested.
6. Driveway to pond for Fire Emergency use using pick-up truck only, when requested.

3.2 Services for Charlton Middle School, 2 Oxford Road, Charlton, MA

Head Custodian: James Rivera (508) 248-1423 Ext. 1112

All driveways and parking lots must be cleared by 7:00 a.m.

Areas to be plowed and/or sanded include:

1. West driveway from Oxford Road to school.
2. East driveway from Heritage School driveway to school.
3. Complete loop around the school.
4. All parking areas, including access drive to parking areas.
5. By request only, plowing to the pump house when snowfall exceeds 6 inches.

3.3 Services for Charlton Elementary School, 9 Burlingame Road, Charlton, MA

Head Custodian: Scott Cushing (508) 248-7774 Ext. 110

All driveways and parking lots must be cleared by 7:30 a.m.

Areas to be plowed and/or sanded include:

1. Front driveway entrance and parking spots from Burlingame Road to school. Please do not pile snow on sidewalk.
2. Main parking lot on westerly side of building. Plow snow over edge where possible. Please do not pile snow in front of dumpsters.
3. Access road to rear of building and rear paved lot.

4.0 REFERENCES

Bidders must supply a list that includes all similar work done in Massachusetts and Northern Connecticut in the last three years, which exceeded \$3,000 per year per customer. Contact names and telephone numbers must be provided on this list.

5.0 RULE OF AWARD

Bid Pricing Forms show estimated number of storms. These estimates will be the basis for award. Three separate contracts will be awarded to the responsive and responsible bidder(s) offering the lowest **3 Year Cost Estimate per group**. Payments will be made for services rendered on a per storm basis. A separate contract will be awarded for each group listed below:

➤ Group 3 - Heritage School, Charlton Middle School and Charlton Elementary School

6.0 ADDITIONAL CONTRACT TERMS AND CONDITIONS

6.1 Insurance Requirements

The Contractor shall maintain during the life of this contract, liability insurance in the amount of not less than \$1,000,000 CSL (combined single limit). Worker's Compensation coverage should comply with Massachusetts statutory requirements. A Certificate of Insurance must be submitted within five business days of award of the bid.

6.2 Billing Requirements

Invoices should specify the date(s) of service, location, type of service (plowing, sanding etc...), number of inches of snow and cost.

6.3 Snowfall Measurements

For the purposes of this contract, snowfall measurements for the Heritage School, Charlton Middle School and Charlton Elementary School will be based on the Town of Charlton Highway Department measurement taken for each snowstorm.

6.4 Subcontractors

The successful bidder may employ subcontractors for all or part of this contract. A Certificate of Insurance covering the subcontractor(s) should be issued to the school district prior to work being done under this contract. All subcontractors must comply with section **6.1 Insurance Requirements** as listed above.

7.0 TERMINATION

7.1 Termination for Lack of Funds

The District may terminate the entire Agreement if sufficient funds are not appropriated for snow removal in any fiscal year. The District shall give the contractor thirty (30) days written notice of such termination for lack of funds.

7.2 Other Conditions Subject to Termination

The Contractor agrees that if it is determined at any time by the Director of Finance and Operations that the Contractor has substantially violated any of the provisions of the Contract, the District may terminate this contract at any time. Determination may be based on default in performance, non-conformity of performance, deficiency excused by failure of presupposed condition, breach of the terms and conditions of the contract, failure in any respect to perform the service with promptness and

diligence, bankruptcy, receivership or any condition that impairs the value of service under this contract.

8.0 MINIMUM CRITERIA

Bidders must provide all services described in Section 3.0, Scope of Services and comply with all bid submission requirements listed in Section 2.0, General Information and Bid Submission Requirements. The Contractor must demonstrate two or more years experience in providing snowplowing services. An equipment inspection by the school district will be required of the apparent low bidder(s) prior to a bid award recommendation to determine ability to complete the contract services.

9.0 REFERENCE FORM

**REFERENCE FORM
Snow Plowing Bid**

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
68 Dudley-Oxford Road
Dudley, MA 01571
Phone (508) 943-6888 Fax (508) 943-1077

Bidder: _____

Bidders must supply a list of all related work done in Massachusetts and Northern Connecticut in the last three years, which exceeded \$3,000 per year per customer. Any and all municipal contracts must be included regardless of amount. Other references may be listed here. Contact names and telephone numbers must be provided on this list. Please copy this form if additional sheets are needed. Alternate forms, which provide the same information, are acceptable.

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____

Description and date(s) of supplies or services provided: _____

10.0 NON-COLLUSION FORM

NON-COLLUSION FORM

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
68 Dudley-Oxford Road
Dudley, MA 01571
Phone (508) 943-6888 Fax (508) 943-1077

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person submitting bid or proposal

Name of Business

11.0 TAX COMPLIANCE CERTIFICATION FORM

TAX COMPLIANCE CERTIFICATION

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
68 Dudley-Oxford Road
Dudley, MA 01571
Phone (508) 943-6888 Fax (508) 943-1077

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, 49A, I certify under the penalties of perjury that, I, to my best knowledge and belief, am in compliance with all laws of the Commonwealth related to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name of person signing bid or proposal

Name of business

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

SNOW PLOWING AND SANDING BID

GROUP 3 FORMS

HERITAGE SCHOOL
CHARLTON MIDDLE SCHOOL
CHARLTON ELEMENTARY SCHOOL

12.1 GROUP 3 – EQUIPMENT LIST – Heritage School and Charlton Middle School

**Equipment List for Use at
Heritage School - Charlton Middle School – Charlton Elementary School**

Equipment	Registered Owner	Registration Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Please Note: All bidders must own a backhoe and must document in the equipment list.

12.2 GROUP 3 - BID PRICING FORM – HERITAGE SCHOOL

**BID PRICING FORM
Heritage School**

Snowfall Amount	Flat Rate Bid	X	Estimated Number of Storms	=	Total
Snow Plowing					
1" to 3"		X	7	=	
4" to 6"		X	6	=	
7" to 9"		X	4	=	
10" to 14"		X	1	=	
14" +		X	1	=	
Partial Plowing – Only plow driveways and travel lanes in parking lot so that students and staff may exit.		X	6	=	
Sanding					
Sanding Driveways and Parking Areas (Complete Coverage)		X	8	=	
Sanding Driveways Only		X	15	=	
Removal of Sand (at the end of the season)		X	1	=	
			Annual Price Estimate		
			Contract Length 2 Years		X2
			2 Year Cost Estimate		\$

I hereby submit a bid for "Snowplowing and Sanding". I agree to comply with all provisions of the bid requirements.

Company Name _____

Contact Name _____

Address _____

City/State/Zip _____

Phone # _____ Fax # _____

Signature _____ Date _____

12.3 GROUP 3 - BID PRICING FORM – CHARLTON MIDDLE SCHOOL

**BID PRICING FORM
Charlton Middle School**

Snowfall Amount	Flat Rate Bid	X	Estimated Number of Storms	=	Total
Snow Plowing					
1" to 3"		X	7	=	
4" to 6"		X	6	=	
7" to 9"		X	4	=	
10" to 14"		X	1	=	
14" +		X	1	=	
Partial Plowing – Only plow driveways and travel lanes in parking lot so that students and staff may exit.		X	6	=	
Sanding					
Sanding Driveways and Parking Areas (Complete Coverage)		X	8	=	
Sanding Driveways Only		X	15	=	
Removal of Sand (at the end of the season)		X	1	=	
			Annual Price Estimate		
			Contract Length 2 Years		X2
			2 Year Cost Estimate		\$

I hereby submit a bid for "Snowplowing and Sanding". I agree to comply with all provisions of the bid requirements.

Company Name

Contact Name

Address

City/State/Zip

Phone #

Fax #

Signature

Date

12.4 GROUP 3 - BID PRICING FORM - CHARLTON ELEMENTARY SCHOOL

BID PRICING FORM Charlton Elementary School

Snowfall Amount	Flat Rate Bid	X	Estimated Number of Storms	=	Total
Snow Plowing					
1" to 3"		X	7	=	
4" to 6"		X	6	=	
7" to 9"		X	4	=	
10" to 14"		X	1	=	
14" +		X	1	=	
Partial Plowing – Only plow driveways and travel lanes in parking lot so that students and staff may exit.		X	6	=	
Sanding					
Sanding Driveways and Parking Areas (Complete Coverage)		X	8	=	
Sanding Driveways Only		X	15	=	
Removal of Sand (at the end of the season)		X	1	=	
			Annual Price Estimate		
			Contract Length 2 Years		X2
			2 Year Cost Estimate		\$

I hereby submit a bid for "Snowplowing and Sanding". I agree to comply with all provisions of the bid requirements.

Company Name _____

Contact Name _____

Address _____

City/State/Zip _____

Phone # _____

Fax # _____

Signature _____

Date _____

13.0 SAMPLE CONTRACT

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
68 Dudley-Oxford Road
Dudley, MA 01571
Phone (508) 943-6888 - Fax (508) 943-1077

SNOW PLOWING AND SANDING BID AGREEMENT

The **AGREEMENT** is made this ____ day of _____, 2020 by and between the **Dudley-Charlton Regional School District** ("the District"), a municipal corporation duly established under the laws of the Commonwealth, and **(Company Name)**, a **Massachusetts** corporation qualified to do business in the Commonwealth with a place of business at **(Company Address)**.

WHEREAS, the District duly invited sealed bids for snow plowing and sanding;

WHEREAS, **(Company Name)** has submitted a response to the District's Invitation for Bid;

WHEREAS, the District has determined that **(Company Name)** is the lowest responsive and responsible bidder;

v

NOW, THEREFORE, in consideration of the mutual covenants contained here, the District and **(Company Name)** agree as follows:

I. SCOPE OF SERVICES

(Company Name) shall provide the snow plowing and sanding services to **(School Name)**, **(School Address)** in accordance with Sealed Invitation for Bid issued by the District and the bid dated **October 28, 2020** submitted by **(Company Name)**.

All of the above to be at the prices set forth in, and in conformance with, **(Company Name)**'s bid submittal dated **October 28, 2020**.

II. TERM

The term of this Agreement shall be for the period commencing **October 29, 2020** and concluding **June 30, 2022**, unless terminated earlier pursuant to the provisions of Section IV below.

III. APPROPRIATION OF FUNDS

The obligation of the District under this Agreement shall be dependent on annual availability and appropriation of funds for the purpose of snow plowing and sanding as determined by the District in its sole discretion.

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
Snow Plowing and Sanding Bid
AGREEMENT
(Page 2)

IV. TERMINATION

Termination for Lack of Funds. The District may terminate the entire Agreement if sufficient funds are not appropriated for snow removal in any fiscal year. The District shall give the contractor thirty (30) days written notice of such termination for lack of funds.

Other Conditions Subject to Termination. The Contractor agrees that if it is determined at any time by the Director of Finance and Operations that the Contractor has substantially violated any of the provisions of the Contract, the District may terminate this contract at any time. Determination may be based on defaults in performance, non-conformity of performance, deficiency excused by failure to presupposed condition, breach of the terms and conditions of the contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or any condition that impairs the value of service under this contract.

V. INCORPORATED DOCUMENTS

The specifications for the snowplowing and sanding contract, together with **(Company Name)**'s bid, are incorporated herein by reference and are made a part hereof. Said specifications and bid are attached to the original copy hereof. **(Company Name)** acknowledges that it has copies hereof. **(Company Name)** shall comply in all respects with all of the requirements and obligations contained in said specifications and bids, as if fully set forth verbatim herein.

In case of any conflict, inconsistency or ambiguity between this Agreement and the documents incorporated herein by reference, the following order of priority shall control interpretation of contract documents: first, this Agreement; second, Sealed Invitation For Bids, issued by the District on **October 7, 2020**, together with any and all addenda issued thereafter; last, the bid response submitted by **(Company Name)**.

VI. INDEPENDENT CONTRACTOR

It is understood that **(Company Name)** is an independent contractor and neither it nor its assigned employees shall be considered employees of the Dudley-Charlton Regional School District.

VII. ASSIGNMENTS

(Company Name) shall not assign, sublet, nor transfer its interest herein, nor any part hereof, without the District's written consent. Any assignment to which the District may consent shall be on the express condition that all claims, defenses, or set-offs available to the District against **(Company Name)** shall be available against any assignee. Nothing herein shall be interpreted as requiring the District to consent to any assignment.

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

Snow Plowing and Sanding Bid

AGREEMENT

(Page 3)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as a sealed instrument the day and year first above written.

(Company Name)

By: _____

Its Duly Authorized: _____

(Title)

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

By: _____

Richard J. Mathieu

Its Duly Authorized: _____

(Title)

14.0 CHECKLIST FORM

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT
 68 Dudley-Charlton Road
 Dudley, MA 01571
 Phone (508) 943-6888 Fax (508) 943-1077

ITEM	COMPLETED AND INCLUDED
The following must be submitted with your bid proposal:	
↻ Bid Deposit Check (\$500)	
↻ Reference Form	
↻ Non-Collusion Form	
↻ Tax Compliance Certification	
Please complete all forms listed below:	
<i>Group 3 – Heritage School - Charlton Middle School – Charlton Elementary School</i>	
↻ Equipment List	
↻ Bid Pricing Form – Heritage School	
↻ Bid Pricing Form – Charlton Middle School	
↻ Bid Pricing Form – Charlton Elementary School	