

SANDY CREEK CENTRAL SCHOOL

REQUEST FOR PROPOSAL

Snow Plowing and/or Removal

Sandy Creek Central School

for the

2023-2024 Winter Season

2024-2025 Winter Season

2025-2026 Winter Season

Specifications and Proposal Forms

Deadline: 12 Noon, Thursday, October 5, 2023

Please do not separate these sheets

NOTICE TO PROPOSERS

The Board of Education of the Sandy Creek Central School District (in accordance with Section 103, Article 5-A of the General Municipal Law) hereby invites the submission of Request for Proposals for snow plowing and/or removal at the Sandy Creek Central School for the 2023-2026 Winter Season.

Proposals will be accepted until 12 noon on the 5th of October, 2023 at the District Clerk's Office at Sandy Creek Central School.

Specifications and proposal forms may be obtained at the same office. The Board of Education reserves the right to reject any or all proposals.

Sandy Creek Central School

P.O. Box 248

Sandy Creek, NY 13145

By: Shelley H. Fitzpatrick/Cora Harvey

Business Administrator/Business Administrator

Dated: 9/18/2023

Sandy Creek Central School

Instructions to Proposers

Sealed proposals for the furnishing of services, as required by the Sandy Creek Central School District, as set forth in the following specification:

1. The person, firm or corporation making such proposal shall submit it in a sealed envelope, to the District Clerk or her duly designated representative at the place herein mentioned on or before the date stated on page one hereof, and the envelope shall be endorsed on its face with the name of the person, firm, or corporation making such proposal, the date of its presentation and title of the services for which such proposal is made.
2. Each proposer shall insert the price for the services which he/she proposes to furnish.
3. No charge will be allowed for Federal, State, or Municipal Sales and Excise Taxes, from which the School District is exempt. The prices shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the successful proposer.
4. Each submittal must state that no member of the Board of Education of the Sandy Creek Central School District, nor the Superintendent of Schools or the Business Administrator thereof, is directly or indirectly interested in the proposal.
5. ***The School District may accept this proposal as a whole, partial, or in its discretion to reject all submittals and re-advertise in the manner provided by Section 103 of the General Municipal Law. All proposers must be in good standing with the District at the time of submittal.***
6. Specifications and proposal forms to be returned intact.
7. These instructions are to be considered an integral part of all proposals.
8. Insurance: The Contractor shall purchase from and maintain in a company or companies licensed to sell insurance in the State of New York such insurance as will protect the Contractor from claims set forth below which may arise out of result from the Contractors operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor shall provide a certificate of insurance evidencing the required coverage's and naming the Sandy Creek Central School District as additional insured.
 - (1) Claims under the workers' or workman's' compensation, disability benefit and other similar employee benefit acts are applicable to the work preformed.
 - (2) Claims for damages because of bodily injury, occupational sickness or disease of any one person other than the Contractors Employees.
 - (3) Claims for damages because of bodily injury, sickness or disease of any one person other than the Contractors Employees.
 - (4) Claims for damages insured by unusual personal injury liability coverage, which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person.
 - (5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 - (6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 - (7) Claims involving contractual liability insurance applicable to the contractor's obligations, either contractually or as a matter of law.

The Insurance required by this agreement shall be written for not less than the following limits, or greater, if required by law:

- 1) Workers Compensation:
State: Statutory
Applicable Federal
(e.g., Longshoremen's): Statutory
Employers Liability: Statutory

 - 2) Comprehensive or Commercial General Liability (including Premises-Operation, Independent Contractor's Protective; Products and Completed operations; Broad form property damage):
Bodily Injury and Property Damage
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Products and Completed Operations
\$2,000,000 Aggregate

Property Damage Liability Insurance shall provide X, C and U coverage. (If Applicable)
Broad Form Property Damage Coverage

 - 3) Contractual Liability:
Bodily Injury and Property Damage
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

 - 4) Personal Injury
\$1,000,000 Occurrence

 - 5) General Aggregate shall not be less than \$2,000,000

 - 6) Business Auto Liability (including owned, non owned, and hired vehicles):
Bodily Injury and Property Damage
\$1,000,000 Each Accident

 - 7) Umbrella / Excess Liability
\$1,000,000 over Primary Insurance
\$10,000 retention for self-insured hazards, each occurrence.
10. The District may self perform or work in coordination with other State or Municipal agencies on snow bank consolidation activities which occur between snowfalls. The District will inform the successful proposer in the event that snow removal/consolidation activities are to be completed under the successful proposal contract. Charges for equipment other than pickup trucks with plows/machinery used for plowing will not be billable unless requested by the District. Such notification/authorization will be given only by the District Superintendent, Business Administrator, or the Superintendent of Buildings and Grounds.
11. Billable Hours: Time shall be billed for hours expended at the school actively plowing or moving snow. Time will not be billed to the school for consolidation of snow off site. No proposal will be accepted which specify a minimum number of hours to be applied to each trip or season.
12. Independent Contractor: The proposal status shall be that of an independent contractor, and not an employee of the District. The contractor is responsible for all payroll taxes, contributions and insurances required by law.

13. The successful proposer must submit invoices for payment of services on a monthly basis. Invoices shall be received by the District by the 15th of the following month. If the successful proposer is submitting an invoice based on an hourly rate, a ledger of performance must be submitted as documentation of those hours claimed. The ledger should include dates, times, number of people, number of vehicles, etc. – all items billed for. Should the proposal be accepted for a seasonal rate, a summary of dates/times/number of people/equipment used, etc. must be submitted at the end of the season to receive final payment.
14. This proposal may be accepted and work authorized by the School District for the one (1), two (2) or three (3) year periods effective July 1, 2023 through June 30, 2026 and may be extended for three (3) additional one (1) year periods, at the same proposal price, by mutual agreement between both parties.

NONCOLLUSIVE PROPOSAL CERTIFICATION

Firm Name _____

Business Address _____

Telephone Number _____ Date _____

I. General Proposal Certification

The proposer certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services as specified and proposed.

II. NonCollusive Proposal Certification

By submission of this proposal, the proposer certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of noncollusion in proposals to political subdivision of the state. Every proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive pricing comparison is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury:
Noncollusive proposal certification.

“(a) By subdivision of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.”

(b) A proposal shall not be considered where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the proposal shall not be considered, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporation for work or services performed or to be performed or goods sold or to be sold, where competitive pricing is required by statute, rule, regulation, or local law, and where such proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the corporation/ organization, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Signature (Authorized)

Title

SANDY CREEK CENTRAL SCHOOL DISTRICT

Snow Plowing/Removal Requirements

Plowing Instructions

1. Areas to be plowed/snow removed from:
 Bus Garage Area (New Bus Garage, Bus Storage area, Bus Driver Parking Area),
 Main Parking Lots (East H.S Parking Lot and driveway, West Elem. Lot, Bus Loop
 and Main Driveway), and Grange Parking.
2. The Bus Garage area and East Driveway's must be cleared by 5:00 A.M. on school days.
3. The Main Driveway, Bus Loop, East Parking Lot, West Parking Lot and Grange must be cleared by 7:00 A.M. on school days.
4. All driveways, on days school is **not** in session, by 8:00 A.M.
5. Proposer must clear accumulations of 1" or more of snow. The plowing of lesser amounts is normally **NOT** acceptable. However, **lots must be maintained so that they are free of slush and ice**. Please explain how you will accomplish this on your proposal in the designated area. Prior to the start of the school day.
6. Proposer must be available on a 24 hour basis.
7. There will be a cooperative effort between the successful proposer and school district.
8. Proper care must be taken to minimize damage to curbing, sidewalks and lawns. There will be **NO** use of chains while plowing and/or moving snow. Also, proposer will not plow snow onto or drive on snow that previously is located on sidewalks or other surfaces which must be cleared by the school grounds staff.
9. The School District is not responsible for equipment left on school grounds overnight. Additionally, should equipment be left on school grounds overnight, said equipment will only be parked in areas designated by the District.

Minimum Equipment Requirements (or equivalent)

1. One payloader with 1 ½ to 3 yard bucket with 12' or larger snow pusher blade.
2. One ¾ ton 4 x 4 pickup equipped with minimal 8' V-blade or larger.
3. Dump truck 20 yard minimum capacity; 12 ton minimum payload; (2) two 10-wheeler trucks.

Snow Removal Instructions:

NOTE: The District may self perform or work in coordination with other State or Municipal agencies on snow bank consolidation activities which occur between snowfalls. The District will inform the successful proposer in the event that snow removal/consolidation activities are to be completed under the successful proposal contract. Charges for snow removal will not be billable unless requested by the District. Such notification/authorization will be given only by the Superintendent of Schools, Business Administrator, or the Director of Facilities III. Should the successful proposer be asked to remove snow, a phone call must be placed during regular business hours (7:30-4:00), to Andy Ridgeway prior to the beginning of start of job and another call placed upon completion. This will ensure that both parties are aware of the services rendered and the amount of payment expected.

**Additional information may be obtained from:
Andy Ridgeway, Director of Facilities, 387-3445 Ext. 1510**

SANDY CREEK CENTRAL SCHOOL DISTRICT

Snow Plowing/Removal – Request for Proposal Form

Name & Address of Proposer:

Phone:

Date:

I wish to submit a proposal for Snow Plowing/Removal as follows:
(Please list each vehicle and/or piece of equipment along w/price per hour. If multiple vehicles/equipment used per hour, state combined price per hour)

<u>Snow Plowing</u>	2023-2024 <u>Price per Hr</u>	2024-2025 <u>Price per Hr</u>	2025-2026 <u>Price per Hr</u>
_____	\$ _____ per Hr.	\$ _____ per Hr.	\$ _____ per Hr.
_____	\$ _____ per Hr.	\$ _____ per Hr.	\$ _____ per Hr.
_____	\$ _____ per Hr.	\$ _____ per Hr.	\$ _____ per Hr.
_____	\$ _____ per Hr.	\$ _____ per Hr.	\$ _____ per Hr.

<u>Snow Removal</u>	2023-2024 <u>Price per Hr</u>	2024-2025 <u>Price per Hr</u>	2025-2026 <u>Price per Hr</u>
_____	\$ _____ per Hr.	\$ _____ per Hr.	\$ _____ per Hr.
_____	\$ _____ per Hr.	\$ _____ per Hr.	\$ _____ per Hr.
_____	\$ _____ per Hr.	\$ _____ per Hr.	\$ _____ per Hr.
_____	\$ _____ per Hr.	\$ _____ per Hr.	\$ _____ per Hr.

Slush & Ice Maintenance

How lots will be maintained:

Proposer Name: _____

Equipment to be used:

Description (state equipment make, year, estimated weight and size of bucket, width of blade, transmission type & articulate or not):

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Proposer Name: _____

IN ADDITION we are seeking **SEASONAL PROPOSALS**

for **Snow Plowing Only**:

Please submit a proposal for the entire snow plowing season of 2023-2024 through 2025-2026. Sandy Creek Central School District reserves the right to select any partial proposal (hourly or seasonal).

SEASONAL PROPOSALS:

Snow Plowing Only

Sandy Creek Central School District

Seasonal Price
2023-2024

Seasonal Price
2024-2025

Seasonal Price
2025-2026

\$ _____ per Season \$ _____ per Season \$ _____ per Season

Date: _____ Authorized Signature: _____

Proposer Name: _____

Equipment to be used:

(Proposers may use subcontractors as necessary with approval by District)

Description (state equipment make, year, estimated weight and size of bucket, width of blade, transmission type & articulate or not):

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Proposer Name: _____

IN ADDITION we are seeking **SEASONAL PROPOSALS**

for **Snow Removal Only**:

Please submit a proposal for the entire snow plowing season of 2023-2024 through 2025-2026. Sandy Creek Central School District reserves the right to select any partial proposal (hourly or seasonal).

SEASONAL PROPOSALS:

Snow Removal Only

Sandy Creek Central School District

Seasonal Price
2023-2024

Seasonal Price
2024-2025

Seasonal Price
2025-2026

\$ _____ per Season \$ _____ per Season \$ _____ per Season

Date: _____ Authorized Signature: _____

Proposer Name: _____

Equipment to be used:

(Proposers may use subcontractors as necessary with approval by District)

Description (state equipment make, year, estimated weight and size of bucket, width of blade, transmission type & articulate or not):

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____



Bus Storage
New Bus Garage

Garage

West Elem. Parking Lot

Garage
East H.S. Parking Lot



Imagery ©2023 CNES / Airbus, Maxar Technologies, New York GIS, Map data ©2023 100 ft

Live traffic

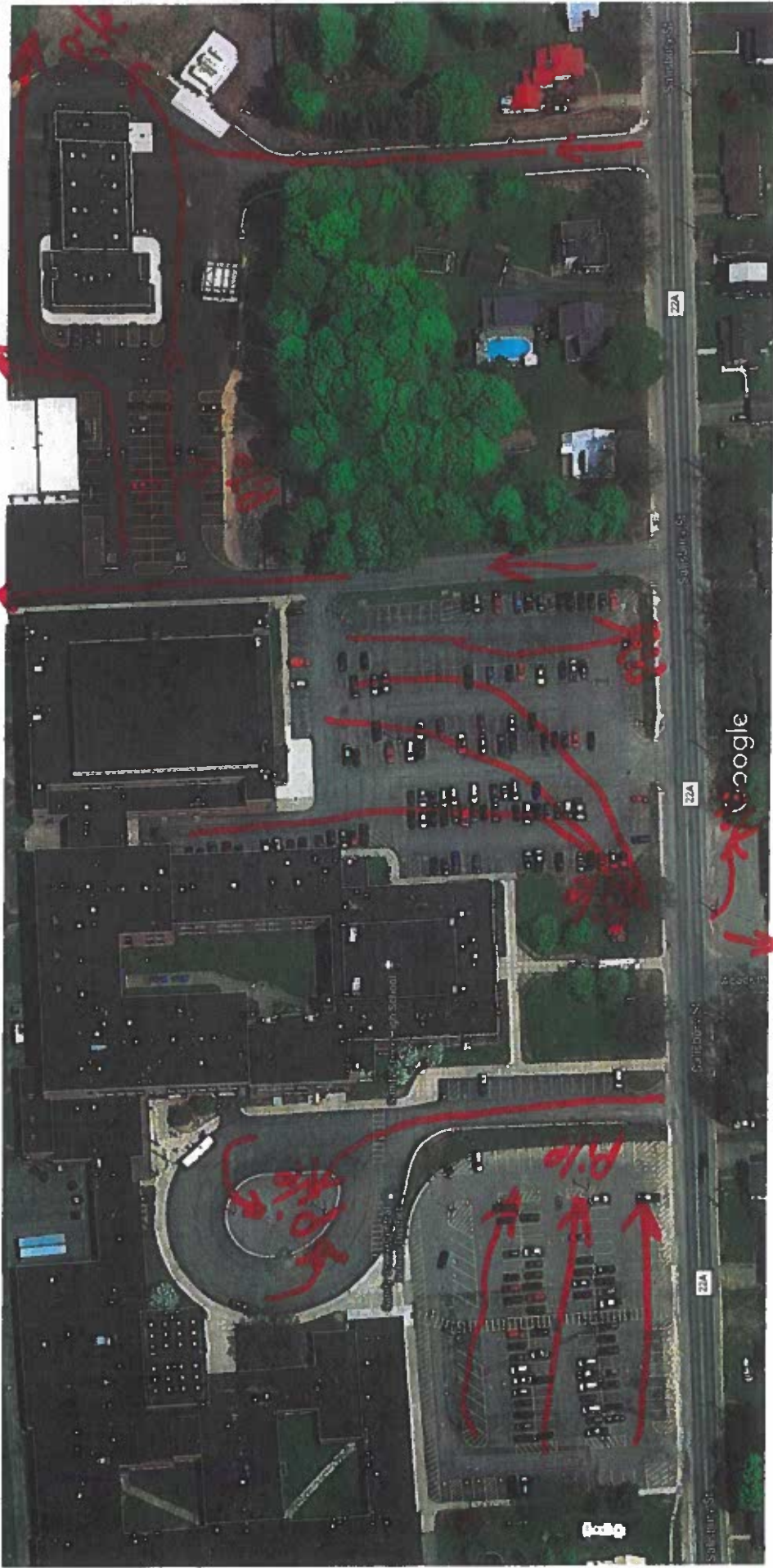
Fast

Slow

Images

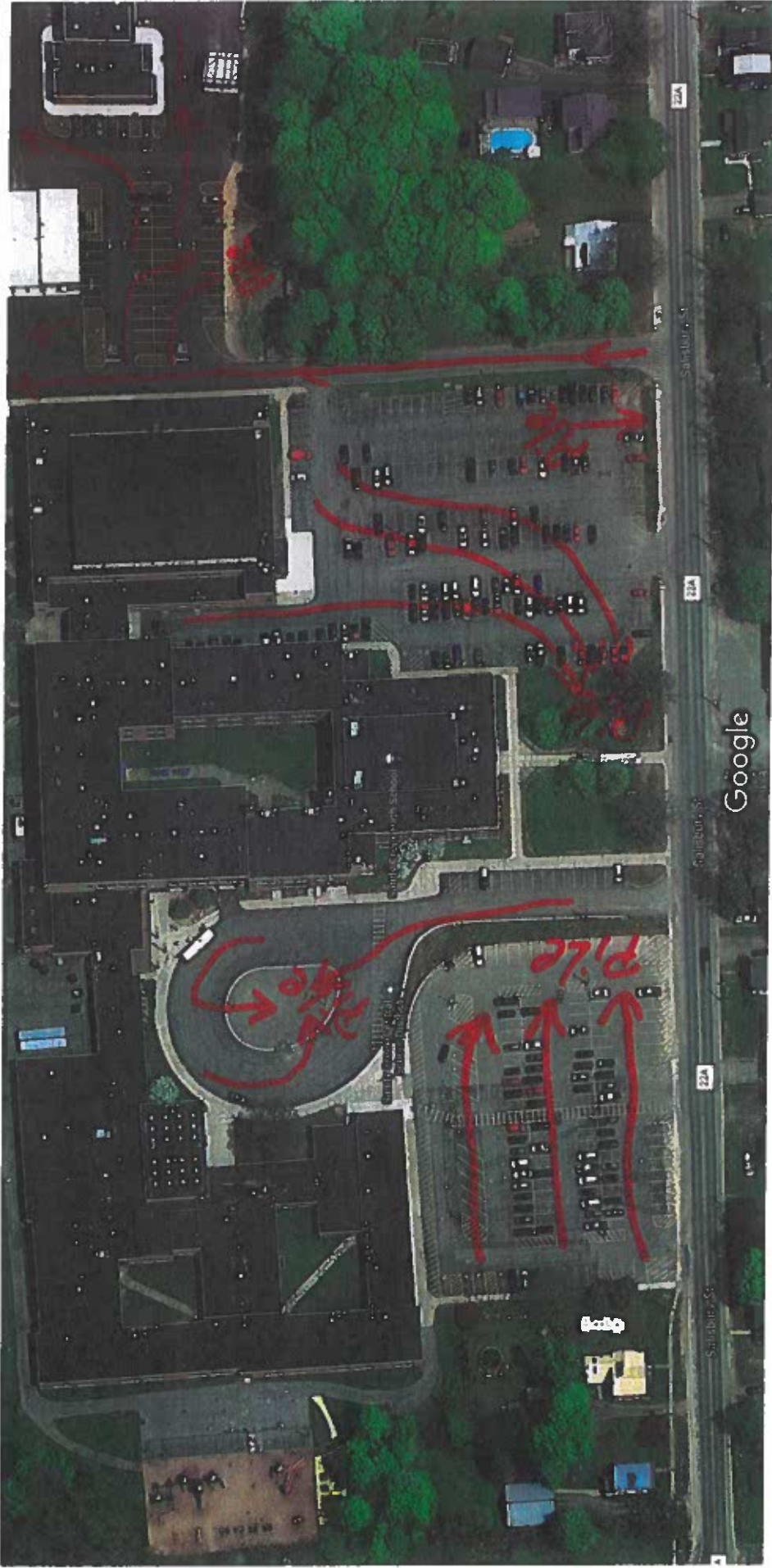
Street View Photo Path Photo Sphere

Click highlighted areas to see images Learn more



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Pile



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Bus Storage
New Bus Garage



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