

CENTRAL DAUPHIN SCHOOL DISTRICT



Request for Proposal Ice/Snow Removal Services

**Central Dauphin School District
600 Rutherford Road
Harrisburg, Pennsylvania 17109
(717) 545-4703
FAX: (717) 657-4999**

District Background/Overview:

The mission of the Central Dauphin School District, a uniquely diverse school district, is to ensure all students a challenging and dynamic curriculum that prepares them to succeed in a changing, global society by inspiring lifelong learning in a caring, collaborative community.

Central Dauphin School District is a dynamic, suburban community of 95,000 residents with a total student membership of approximately 12,000 students. It is located northeast of the city of Harrisburg within the County of Dauphin in south central Pennsylvania. The school district is the 10th largest school district in the Commonwealth of Pennsylvania and is the largest of the 10 school districts located in the county. Encompassing an area of 118.2 square miles, the district is comprised of three boroughs (Dauphin, Paxtang, and Penbrook) and four townships (Lower Paxton, Middle Paxton, Swatara and West Hanover). Our students attend one of thirteen elementary schools, four middle schools and two high schools; and are transported from urban, suburban and rural areas. Central Dauphin School District strives to provide “quality to the core” educational opportunities to ensure that all students achieve success.

Purpose of RFP:

The purpose of this request for proposal is to provide interested suppliers with sufficient information to enable them to prepare and submit proposals for consideration by the Central Dauphin School District for ice and snow removal services. It is the intention of the District to award the Request for Proposal (RFP) to the lowest price responsive and responsible bidder.

BID INSTRUCTIONS AND GENERAL CONDITIONS

1. Bids will be received no later than 1:00 P.M. on April 14, 2021. Bids will be publicly opened at the Central Dauphin School District Administration Building, 600 Rutherford Road, Harrisburg, Pennsylvania, 17109, promptly at 1:15 P.M., on April 14, 2021. Proposers are limited to two representatives per firm. Attendees must wear a facial mask and remain socially distanced from each other.
2. All bids must be submitted to Mrs. Tara Olvera, Purchasing Supervisor, Central Dauphin School District, 600 Rutherford Road, Harrisburg, PA 17109 and include the subject line “**SEALED BID – ICE/SNOW REMOVAL SERVICES.**” Faxed and electronic submission of bids will **NOT** be considered. The bidder should familiarize themselves with the building locations, measurements and all utilities involved with this service.
3. Communicated information regarding this bid, will be accepted in written form only. All questions may be submitted via email to Mr. Howard Kressley, Director of Building and Grounds at hkressley@cdschools.org Questions must be submitted due by April 7, 2021, 9:00A.M. Questions submitted after this time may not receive a response. A formal response will be provided April 8, 2021 at www.cdschools.org.

Prospective bidders should not make personal contact with members of the School Board of Directors or the Central Dauphin School District Administration. Failure to comply, other than as specifically permitted in the bid instructions and general conditions or Scope of Work, may disqualify a bidder from further consideration.

4. Bids must be typewritten or printed in ink **using the bid form provided by the District. NO OTHERS WILL BE ACCEPTED.** The bidder must sign and remit the original bid form and retain a copy for reference purposes.
5. Alterations, additions, or changes to the conditions of the bid will **NOT** be permitted. Quantities may be adjusted by the Board of Directors of the School District (the “Board”). **Bids may not be accepted on an “all or nothing basis” or “minimum quantity order” or “minimum total cost per manufacturer order”.**
6. Bids shall show both the unit cost of the unit of measure and total prices. Should the figures be irreconcilable, the unit price shall govern, and awards will be made on that basis.
7. **Bid figures shall include “all charges”, including delivery fuel surcharges and shipping charges.** Bid figures shall also include all discounts other than the cash discount and deductions for State and Federal Taxes from which the Central Dauphin School District is exempt. The District will furnish tax exemption certificates in all such cases.
8. Notification of delivery shall be provided by the shipper at least two working days in advance. All deliveries shall be inside deliveries and shall be made between the hours of 7:00A.M. to 3:00P.M., Monday through Friday, excluding holidays and non-operational hours during summer months, unless otherwise specified or agreed to by both parties. Delivery will be accepted after bid award and receipt of a formal purchase order.
9. The length of time a quotation is valid should be stated in the bidder’s proposal with the **minimum** being ninety (90) days, to allow for sufficient bid analysis and award.
10. The attached Non-Collusion Affidavit **must** be signed, notarized and submitted with the bid. Failure to provide a completed and notarized affidavit may be grounds for disqualification of the bid. **According to the Pennsylvania Antbid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted with bids.**
11. The attached Certificate Regarding Debarment and Suspension **must** be signed and submitted with the bid. Failure to provide a completed certificate may be grounds for disqualification of the bid.
12. Invoices shall include the purchase order number and be sent in duplicate to the Central Dauphin School District Department of Business Services. Separate invoices shall be prepared for each delivery. Invoices must be accompanied by a copy of a delivery ticket signed by an authorized representative of the District.
13. It is understood and agreed by and between the Board and the bidder that the Board may make its award for one or more items, for the entire bid list, or may reject any or all items, as it desires. **The bid quantities are estimates only.** It is also understood that the Board reserves the right to award the bids in the best interest of the Central Dauphin School District, and to waive any informalities, technicalities and irregularities.
14. The bidder agrees that if awarded the contract, all the articles shall be subject to the inspection and approval of the Board. **In the event that any of the articles shall be rejected as unsuitable or are not in conformity with the bid specifications, such articles shall be removed and other articles of proper quality and quantity, as set forth in the specifications and acceptable to the Central Dauphin School District, shall be furnished in their place at the expense of the successful bidder. The District**

understands that manufacturers discontinue products, if an awarded item becomes discontinued and is unable to be furnished, the awarded vendor must contact the District prior to sending a substitution.

15. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications, or to replace any which are rejected as stated in the preceding paragraph, the Central Dauphin School District is authorized and empowered to purchase articles in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by the District.
16. The successful bidder agrees to not assign, transfer, or sublet it without the written consent of the Central Dauphin School District.
17. **Performance Bond** – The bidder shall, at the time of the signing of the Contract, furnish at their expense a Performance Bond of a surety company acceptable to the Board, in the sum equal to fifty percent (50%) of the estimated contract price, guaranteeing the faithful performance of this contract.
18. The successful bidder will be responsible for any damage to property caused by successful bidder or his agents. The bidder further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to, indemnify and save harmless, the District against any and all loss, costs, suits, claims, charges or damages arising from injuries sustained by mechanics, laborers, workman, or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages or injuries, torts, or trespasses happening in and about or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property damage and liability insurance and to furnish certificates thereof, when required by the School Board.

*The successful bidder shall submit a **Bond or Certificate of Insurance**, from a properly licensed and financially responsible company, for liability insurance in the amount of \$1,000,000 and workers compensation insurance in the amount as required by the Commonwealth of Pennsylvania Workers Compensation Laws including occupational disease and employers liability insurance in the amount of \$500,000 to guarantee or assure performance of this assumption of liability and indemnification agreement, but failure to so, shall not be deemed a waiver thereof.*

19. References to proprietary products are strictly to establish minimum standards of quality and are not stated to eliminate or diminish competition.
20. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Central Dauphin School District procurement regulations and the Commonwealth of Pennsylvania Office of Open Records/Right-to-Know Law. Proprietary restrictions normally are not accepted. However, when accepted, it is the bidder's responsibility to defend the determination in the event of an appeal or litigation.

Any material submitted by the bidder in response to this request that the bidder considers confidential and proprietary information and which qualifies as a trade secret or material which can be kept confidential under the Commonwealth of Pennsylvania Office of Open Records/Right-to-Know Law, must be identified on a Designation of Confidential and Proprietary Information list to be appended to the bid. Bid prices cannot be held confidential.

21. Where the bid describes particular articles, alternate bids covering articles in equality are permitted unless otherwise stated. **Where the bidder intends to furnish another article which is considered equal, in every such instance the manufacturer's name, catalog number and grade of the equivalent must be specified in the bid and must be accompanied with a full description of the equivalent and by a sample, when it is practical to submit. The bidder is responsible for delivering samples at their expense and the Board will not be responsible for returning or for payment of samples submitted.**
22. The bidder shall be held responsible prior to presenting the bids in acquainting the Board with advantageous price breaks in packing and quantity orders, if necessary. Example: If ten articles are specified and the price is more advantageous to purchase the article by the dozen, it becomes the responsibility of the bidder to present the Board with this information.
23. **References** should be included as part of the bid and submitted at the time of the bid opening. A minimum of five (5) references should include company, contact name, address, phone number and email. Each bidder should also include the number of years in business, minimum being of 5 years. References should be included on page 17 of this document.
24. No rights shall accrue to any bidder submitting a bid or proposal until such bid has been accepted, a contract awarded, and purchase order finally and completely executed in writing by duly authorized officers of the Central Dauphin School District.
25. Payment will be processed upon satisfactory receipt of merchandise and invoice. **Shipments must include a packing slip and all boxes/cases/cartons should be clearly labeled with the contents. The District will not be held responsible for payment on items not received. Proof of delivery from a valid district employee is required. Third party delivery driver signatures are not acceptable. Vendors will be notified of shortages within (15) fifteen days of delivery.**
26. In the event of termination for cause, the Central Dauphin School District, in addition to all other damages recoverable by law, may recover from the proposer legal fees, professional fees, costs, expenses, including, but not limited to, employee time attributable to said events, and the successful proposer shall immediately pay to the District for the same. In the event the successful proposer fails to adhere to this contractual provision or other requirements of the proposal, costs or expenses, of any kind, in the District's attempts to enforce such provisions, the District shall be entitled to assess and the successful proposer shall be liable for the same to the District. In such event, the District may deduct such amount from any application or payment, or other amounts invoiced by the proposer. The District shall first provide verbal notice in the attempt to enforce provisions, if provisions are not rectified during the next ice and/or snow event, the District shall provide written notice of termination of the for cause.
27. If the Central Dauphin School District terminates the Proposal for convenience, the District shall pay only so much of the contact price as is then due the successful proposer for work performed or materials supplied in accordance with proposal documents in a manner satisfactory to the District and nothing more.
28. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
29. The Central Dauphin School District is an equal opportunity employer and educator who fully and actively support equal access for all people regardless of race, color, religion, gender, sexual orientation, age, national origin, veteran status, disability or genetic information. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

30. Standard Contract Conditions -Commonwealth of Pennsylvania/Public School Code of 1949

- a) All contracts will be entered into under and subject to the provisions of the Public School Code of 1949 of the Commonwealth of Pennsylvania, approved March 10, 1949, P.L. 30 and its supplements and amendments, and the successful bidder agrees to satisfy the Board concerning all of the requirements of the laws of the Commonwealth of Pennsylvania governing bidders and contractors on contracts with school districts.
- b) Prohibited Interests: No official of the Central Dauphin School District who is authorized in such capacity and on behalf of the District to negotiate, make, or accept or approve, or take part in negotiating, making, accepting, or approving, the Agreement or any portion thereof, shall become directly or indirectly interested personally in the Agreement or in any part thereof and Bidder shall immediately notify Central Dauphin School District to the extent it becomes aware or has reason to believe that any such official has become so involved. No officer, employee, attorney, engineer, or inspector of or for the District who is authorized in such capacity and in behalf of the District to exercise any legislative, executive, supervisory or other similar functions in connection with the Agreement shall become directly or indirectly interested personally (except in such professional capacity) in the Agreement or in any part thereof. (18 P.S. §7503; 24 P.S. §§7-751 (e), 7-751.1; 62 Pa. C.S.A. §4501 et. seq.)
- c) Prohibited Discrimination: The provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955 (P.L. 744) (43 P.S., §951, et seq.) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, 16 Pa. Code 349.101, all of which may be amended from time to time, prohibit certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. Supplier shall agree to comply with the provisions of this Pennsylvania Human Relations Act and the Human Relations Contract, which is made part of these General Conditions as if included herein at length. (24 P.S. §7-755).
- d) The Commonwealth of Pennsylvania “Prevailing Wage Act,” 43 P.S. §165-1 et seq., where the project cost is in excess of twenty-five thousand dollars (\$25,000). This regulation and the general Pennsylvania prevailing minimum wage rates. (Act 422 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653) as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term thereafter in the locality in which public work is performed, are made part of the Contract Documents.
- e) The Commonwealth of Pennsylvania “Worker and Community Right to Know Act” requires employers to have available Safety Data Sheets (SDS’s) for all substances and mixtures that are found in the workplace. Therefore, the Central Dauphin School District, as a condition of doing business, requires SDS’s to accompany all incoming products or supplies that are subject to the referred act (Act 159), including bid samples. Failure to properly label each individual product and the carton, container, or package in which the product is shipped shall result in the rejection of the shipment.
- f) In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel products are to be used or supplied in the performance of the contract, only steel products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be produced in the United States. Act 144 of 1984 further defines “steel products” to include machinery and equipment. The Act also provides clarification and penalties.

- g) **Criminal History and Clearance:** Pursuant to § 1-111 of the Public School Code of 1949 of the Commonwealth of Pennsylvania, Act 34 of March 10, 1949, P.L. 30, No. 14, as amended by H.B. 185, Session of 2006 (24 P.S. Section 1-111, et seq.) (the Clearance Act”), the Supplier shall submit for any prospective employees of public and private schools, intermediate units and area vocational-technical schools, including, but not limited to, teachers, substitutes, janitors, cafeteria workers, independent contractors and their employees, except those employees and independent contractors and their employees who have no direct contact with children, are required, prior to commencing work under the Contract, to furnish certain information, as set forth in the Public School Code.
- a. The Contractor shall submit, on a prescribed form, a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any employee working on the District site prior to such employee performing work on the District site or prior to receiving written approval from the District that the appropriate procedures for employing applicants on a provisional basis have been satisfied. The Supplier shall submit the original statement from the Pennsylvania State Police for each prospective employee working on the District site. Supplier shall submit the original of the required document if awarded the Bid before commencing work under the Contract.
 - b. The Contractor and any of their employees who are on the District site shall submit, prior to employment, a copy of their Federal Criminal History record from the Federal Bureau of Investigation (“FBI”) in the manner prescribed by the Pennsylvania Department of Education. The Federal Criminal History record shall not be more than one (1) year old at the time of employment.
 - c. Prior to commencing the work under the Contract, Supplier shall submit for any employee or independent contractor who would be working on the District site, pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December 16, 1994 (P.L. 1292), Subchapter C.2. of the Child Protective Services Law, as amended from time to time. Supplier shall not allow any prospective employee or independent contractor on the job site prior to providing the District with the above-referenced clearance statement for prospective employees or independent contractors.
- h) **Sexual Misconduct/Abuse Disclosure:** Pursuant to Act 168 of 2014, the standardized Pennsylvania Department of Education form is to be used by school entities and independent contractors of school entities and applicants who would be employed by or in a school entity in a position involving direct contact with children to satisfy the Act’s requirement of providing information related to abuse or sexual misconduct. As required by Act 168, in addition to fulfilling the requirements under section 111 of the School Code and the Child Protective Services Law (“CPSL), an applicant who would be employed by or in a school entity in a position having direct contact with children, must provide the information requested in the Commonwealth of Pennsylvania, Sexual Misconduct/Abuse Disclosure Release Form (under Act 168 of 2014).

Relevant Definitions:

Direct Contact with Children is defined as: “the possibility of care, supervision, guidance or control of children or routine interaction with children.”

Sexual Misconduct is defined as: “any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or a student regardless

of the age of the child or student that is designated to establish a romantic or sexual relationship with the child or student. Such acts include, but are not limited to: (1) sexual or romantic invitation; (2) dating or soliciting dates; (3) engaging in sexualized or romantic dialogue; (4) making sexually suggestive comments; (5) self-disclosure or physical exposure of a sexual, romantic or erotic nature; or (6) any sexual, indecent, romantic or erotic contact with the child or student.”

Abuse is defined as “conduct that falls under the purview and reporting requirements of the CPSL, 23 Pa.C.S. Ch. 63, is directed toward or against a child or student, regardless of the age of the child or student.”

31. Standard Contract Conditions -United States of America/Federal Uniform Grant Guidance

- a) **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$150,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
- b) **Termination:** All contracts in excess of \$10,000 shall contain suitable provisions for termination by Central Dauphin School District, including the manner by which termination shall be effective and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
- c) **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by Central Dauphin School District and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of Central Dauphin School District to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Central Dauphin School District shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. Central Dauphin School District shall report all suspected or reported violations to the Federal awarding agency.
- e) **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** [Where applicable] All contracts awarded by Central Dauphin School District excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40

U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis, of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- f) **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and Central Dauphin School District in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - g) **Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended:** Contracts and subawards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - h) **Debarment and Suspension (E.O.s 12549 and 12689):** For all contracts, Central Dauphin School District shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.
 - i) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or Subgrants of \$100,000 or more, Central Dauphin School District shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, Central Dauphin School District shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.
32. The terms and conditions herein constitute the sole and entire agreement among parties and any disputes shall be governed by the laws of the Commonwealth of Pennsylvania. In the event of litigation concerning this agreement, venue shall be in the Dauphin County Courthouse, Dauphin County, Harrisburg, Pennsylvania. In the event that any term of this contract is the subject of litigation, it is hereby agreed that the parties in that litigation shall pay their own attorney's fees and court costs incurred including court costs and attorney's fees incurred in appellate proceedings.

BID FORM

Central Dauphin School Board
Central Dauphin School District Administration Building
600 Rutherford Road
Harrisburg, Pennsylvania 17109

We, the undersigned, hereby propose and agree to furnish to the Central Dauphin School Board, of Dauphin County, Pennsylvania, whose offices are at 600 Rutherford Road, Harrisburg, Pennsylvania, any or all items that have been priced at the prices set opposite each item on the attached list.

This bid is subject to all the terms of the specifications, and bid instructions and general conditions herewith printed, and we hereby agree to furnish such items as may be awarded to us.

Signed (Name and Title)

Company Name

Address

Email

Telephone Number

Fax Number

Date

An authorized official of the Bidder's Company must sign this Bid Form. This sheet is to be returned with the list of quotations through email with the subject:

"Sealed Bid Ice/Snow Removal Services"

Bids should be mailed to Mrs. Tara Olvera, Purchasing Supervisor, Central Dauphin School District, 600 Rutherford Road, Harrisburg, PA 17109 and include the subject line **"SEALED BID ICE/SNOW REMOVAL SERVICES."** Faxed and electronic submission of bids will not be considered.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, "Debarment and Suspension" (Title 2 CFR Part 180). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date Signed _____

**CERTIFICATE REGARDING BYRD ANTI-LOBBYING
AMENDMENT**

(To be submitted with each bid or offer exceeding \$100,000)

The prospective participant certifies, by submission of this proposal, that neither it nor its principals:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Name of Vendor _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative _____

Date Signed _____

This proposal is for salting, snow plowing and removal services for Central Dauphin School District, comprised of twenty-two (22) buildings on eighteen (18) campuses in Dauphin County. The proposal is sectioned into three (3) tiers as follows:

Tier 1:

- East Complex, (three buildings)
- Transportation
- CD Middle School, (Including Landis Field Parking)
- Rutherford Elementary
- Chambers Hill Elementary
- North Side Elementary
- Southside Elementary
- E.H. Phillips Elementary
- Middle Paxton Elementary

Tier 2:

- CD High School
- Linglestown Campus, (two buildings)
- Mountain View Elementary
- West Hanover Elementary
- Paxtonia Campus, (two buildings)

Tier 3:

- Swatara Middle
- Tri-Community Elementary
- Paxtang Elementary
- Lawnton Elementary

Please indicate, with an “X”, the tier or tiers on which your company is proposing. The CD School District reserves the right to award tiers to single or multiple vendors in the best interests of the District and based on contractor’s pricing and capabilities.

	Proposal	No Proposal
Tier 1:	<input type="checkbox"/>	<input type="checkbox"/>
Tier 2	<input type="checkbox"/>	<input type="checkbox"/>
Tier 3	<input type="checkbox"/>	<input type="checkbox"/>

EQUIPMENT SPECIFICATIONS

Please insert your hourly rates with operators for the following equipment:

- | | |
|------------------------------------------------|----|
| 1. Dump Truck Plowing, (single axle) | \$ |
| 2. Pickup Truck Plowing | \$ |
| 3. Dump Truck Salting | \$ |
| 4. Pickup Truck Salting | \$ |
| 5. Skid Steer Loader, (Bobcat) | \$ |
| 6. Road Grader Plowing | \$ |
| 7. Wheeled Loader Plowing or Loading, (Quarry) | \$ |
| 8. Hauling snow off site | \$ |

Please Quote a per ton price for the following:

- | | |
|--------------|----|
| 1. Road Salt | \$ |
|--------------|----|

NOTE: Rates will be strictly straight time, no overtime for hourly rate.

SERVICE SPECIFICATIONS

Buildings must be cleared two (2) hours prior to starting times. All Elementary Schools start at 8:30 AM, all Middle Schools start at 7:30 AM, all High Schools start at 7:30 AM, and the Administration Building starts at 8:00 AM. The Transportation Building employee parking must be cleared by 4:30 AM, and the bus spaces need to be cleared as soon as the buses leave, usually by 7:30 AM. Cleared is defined as wet pavement with no large accumulations of slush or ice. In the event snow is still falling, "cleared" shall be interpreted as passable, with no more than ½ of snow or slush on the drives. This means that a plow-with-the-storm philosophy should be followed. It will be up to the contractor, working in conjunction with the Buildings and Grounds Department, to achieve this expectation.

In the event, that school is delayed, there will be a posting on the CDS D website, an announcement on radio and TV, and the vendor can be notified electronically as well. Such notification may be in the form of an automated message. The expectation will be that the clear time will remain two (2) hours prior to the delayed start time. The decision to delay is usually made no later than 5:30 AM the day of the storm, however extenuating circumstances may delay that time. The assumption is to be made that a normal start is to occur unless the contractor is notified otherwise.

Clearing of paved playgrounds is included but is at the discretion of the Buildings and Grounds Department.

In the event, that school is cancelled the contractor should contact the Buildings and Grounds Department for instructions. Generally, the schools should be cleared the same day as the end of the storm. The contractor should not wait until the morning school restarts unless a major snow melt is forecast. This is especially true on weekends as there are numerous events that occur on Saturday and Sunday.

In the event, that it is snowing at the start of school, it is the vendors' responsibility to continuously clear the buildings until the last student enters. It is then expected that the buildings will be kept reasonably clear throughout the day by plowing and salting efforts, until the last student leaves. Removal efforts may or may not take place overnight, but the expectation is still that the building will be ready for the NORMAL starting time the next day, unless the start is delayed.

It is the expectation of the Central Dauphin School District that contractors will not interfere with District staff's efforts to clear walkways and emergency egress areas. Snow will not be plowed from the roadway onto the sidewalk. Plows will be angled straight or away from curbs. If snow is pushed onto sidewalks, the driver will clear this snow themselves, either with equipment or by hand.

In the event, that ice buildup or a large snowstorm causes walkways to become impassable, the contractor will assist in clearing as directed by the Buildings and Grounds Department. This will generally be done with a small skid-steer loader at the quoted hourly rate with no up-charge or overtime.

It is the responsibility of the contractor to maintain fuel, and salt in sufficient supply to adequately provide the service for the full season. The District does not allow the use of antiskid material for snow melting; only salt or ice melt may be used. The District does not pre-treat with salt. If you have the ability to do a spray pre-treat, please provide an addendum showing the cost per unit area, (sq. ft., sq. yd., or acre) including labor and equipment, to perform this service. The school district will not supply fuel or materials to the contractor.

The term of this contract shall be three years, starting with October 1, 2021 and ending September 30, 2024. Should the initial bid not be awarded prior to October 1, 2021, then the contract start date and cost shall be adjusted to the new start date. There shall be two (2) one-year renewal terms, with negotiations starting 120 days prior to September 30th each renewal year. Should a reasonable price not be negotiated, the District reserves the right to re-bid the contract starting 90 days prior to the end of the contract term.

There will be no fuel surcharges or environmental charges accepted in the proposal.

The price of this contract shall remain level for the contract term. At the end of the initial contract term, during the negotiation period, the contractor may ask for a price increase that both parties deem reasonable. Should a reasonable price not be negotiated, the contract becomes null and void.

CAPABILITIES AND REFERENCES

Please provide a list of at least of at least five (5) references of similar size to this project.

Years Serviced/Service Type	Company	Contact Name	Address	Phone Number	E-mail
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

Please provide an inventory of equipment by type and number that will be available for this contract:

Please provide the number of employees that will be available for this contract:
