

LEGAL NOTICE

Bid Specifications for Snow Plowing Services for CLARKSTON COMMUNITY SCHOOLS LAKE ORION COMMUNITY SCHOOLS

Oakland County

Clarkston Community Schools (CCS) along with Lake Orion Community Schools (LOCS) are seeking bid proposals for Snow Plowing services. Contractor must guarantee their quoted prices. We reserve the right to terminate the contract for reasons of violation by the successful bidder for any term or condition of the contract. By giving thirty days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

BID INSTRUCTIONS

One original and two signed copies of the proposal must be received in a sealed envelope plainly marked "Snow Plowing-Bid" with the date of opening and name of item on the envelope. Proposals must be signed by a representative of the company / person submitting the proposal. Proposals should be submitted prior to opening to the LOCS Operations Department, 455 E. Scripps Rd. Lake Orion MI 48360.

Proposal Opening will be **Wednesday October 21, 2026 at 12:00 PM** at the Operations Office, 455 E. Scripps Rd., Lake Orion MI 48360. We reserve the right accept and/or reject any and all proposals.

BID INQUIRIES

Inquiries of bid should be made to:

Wes Goodman, Executive Director, Operations
6590 Middle Lake Road
Clarkston MI 48346

Email: wrgoodman@clarkston.k12.mi.us

Bidders that submit a proposal must accept / meet the following Terms and Conditions:

BID REQUIREMENTS

Terms and Conditions

- We reserve the right to accept and / or reject any and all bids.
- All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of the bid opening.
- City, County and State of Michigan Tax and Federal Taxes are not applicable to sales. made to CCS and LOCS and must be excluded.
- Contractors are required to clearly identify any deviations from the specifications in this document.
- All proposals must be signed by an authorized officer of the company submitting the bid.
- Contractors must submit three (3) copies of their proposal.
- All prices and notations must be in ink or typewritten on the attached forms. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the proposal.
- Bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Board of Education or Superintendent. The Board of Education shall not accept a Bid Proposal that does not include this sworn and notarized disclosure statement. Familial Form must accompany your bid proposal.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "NO BID" and as "VOID"

Accepted Bidder shall be required to enter into a contract with CCS and LOCS, and furnish:

1. Certificate of Insurance
2. List of Contractor's Equipment available for services at the site.
3. Provide name and phone number of company representative for this contract to be contacted for coordination purposes relating to this contract. Representative will also be available during after-hours for coordination.
4. Provide name of any and all subcontractors assigned to this contract.
5. Meet all time schedule(s) within the contract.

SCOPE OF WORK

Snow plowing and removal services for all parking areas, and access drives will be completed at the following locations:

Proposal A Locations

Orion Oaks Elementary

1255 Joslyn Rd.

Early Childhood Center

1155 Joslyn Rd

Administration Building

1335 Joslyn Rd

Blanche Sims Elementary

465 E. Jackson St.

Carpenter Elementary

2290 Flintridge

Webber Elementary

3191 W. Clarkston Rd.

Waldon Middle School

2509 Waldon Rd.

Oakview Middle School

917 Lake George Rd.

Paint Creek Elementary

2800 Indianwood Rd.

Transportation Department

3620 Giddings Rd.

Proposal B Locations

Early Childhood Center / Administration

6397/6389 Clarkston Rd.

Andersonville Elementary

10350 Andersonville Rd.

Bailey Lake Elementary

8051 Pine Knob Rd.

Clarkston High School

6093 Flemings Lake Rd.

Independence Elementary

6850 Hubbard Rd.

Pine Knob Elementary

6020 Sashabaw Rd.

Springfield Plains Elementary

8650 Holcomb Rd.

North Sashabaw Elementary

5290 Maybee Rd.

Sashabaw Middle School

5565 Maybee Rd.

TERMS AND CONDITIONS

1. All bidders are asked to submit their bid on the enclosed bid proposal form. A. bond certified check made out to each school in the amount of five percent (5%) of the base bid amount must be submitted with Bid Proposal. Send two (2) copies of the form and all other contents required by the requesters:

Attn: Wes Goodman
455 E. Scripps Road
Lake Orion, Michigan 48360

2. A bid received after the due date and time will be returned unopened to the Bidder.
3. The Owner shall not be responsible for any cost or expense the Bidder incurs during the preparation of the bid. Additional copies of the bid documents will be furnished at the Bidder's expense.
4. The Owner reserves the right to hold the bids for ninety (90) days; to accept or reject any or all bids; to omit or accept any informalities in any bid and to make such awards as it considers in its best interest, whether low bid or not.
5. Should a bidder find discrepancies in, or omissions from the specifications and bid proposal form, or should he/she be in doubt as to the meaning, he/she should notify at once. We will send written instruction to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.
6. All information issued prior to the close of the bidding period shall be included in return bid proposals and acknowledged on the Bid Proposal.
7. After a contract agreement has been executed, the bidder shall not be allowed any sum over and above the price (s) specified in the contract agreement.
8. It is the Bidder's responsibility to note any detail or specification that, in his/ her opinion, is not practical or functional.
9. TAXES. The Owner is not a taxed entity and shall not be charged any sales and/or use taxes.
10. Affirmative Action Program
 - a. The Owner is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.
11. Contractor agrees, that in the performance of their work under this contract, they shall abide by and comply with all applicable Federal, State and Local laws, codes and regulations, including but not limited to the Occupational Safety and Health Act of 1970.
12. Because other activities of the Owner will be proceeding at the same time as the services covered by this Agreement, the Contractor shall cooperate with the Owner's Representative to ensure that all work progresses in a manner which does not conflict with other activities.
13. Successful bidder must have been in business for a minimum of five years.

STATEMENT OF FACTS

The School Districts desire a Contractor to provide all personnel and equipment required to remove snow and slush accumulation from the Owner's sites as listed in the "Scope of Work."

AGREEMENT

In Consideration of the foregoing Statement of Facts and the mutual promises contained here the School Districts and Contractor agree:

1. **Definitions.** As used in the Agreement, the following terms have the following meanings:
 - a. "Premises" mean any property owned or operated by the School District at the following address:

When "Premises" is used in relation to the Contractor's rendering of Services thereon, Premises shall specifically mean the parking lots, sidewalks and access Drives surrounding the properties.

- a. "Services" Collectively include the Contractor's removal of snow and slush from the Premises. The Services shall be performed by Contractor providing the necessary equipment and an adequate number of experience and licensed personnel.
 - b. "Improvements and Installation" include all curbs, light posts, buildings, loading docks, fences and parking, driveway, adjacent grass areas, and sidewalk surfaces located on the School Premises.
 - c. "Equipment" means the vehicles, machinery, materials and related attachments owned or leased by Contractor and used to render the required services.
2. **Performance.** Contractor shall perform all Services on the School Premises in an efficient, timely and skillful manner and without damage. Contractor shall maintain the equipment in good condition in order to promptly and properly. commence and complete all Services required by this Agreement. Contractor agrees that the School District's Director or other authorized employee may direct Contractor to clear snow from one or more portions of the premises before clearing other portions.
3. **Term.** The Contractor shall render Services pursuant to this Agreement commencing on **November 1, 2026 and continuing until April 30, 2029.**
4. **Charges, Invoicing and Payment.**
 - a. The per push rates contained in the Bid Proposal represent the total cost to the School Districts for all Contractor's Services provided under this Agreement, including but not limited to all charges for the Equipment and its operation by experienced and licensed personnel.
 - b. Each month during the term of the Agreement, Contractor shall send the School Districts its bill for Services rendered during the preceding month. To the address indicated on the District's approved purchase order, to the attention of the participants designee.
 - c. The School Districts shall pay the Contractor's invoices within thirty (30) days after receipt, subject to the following conditions and restrictions:

(1) The School Districts shall have the right to verify that all invoiced Services were performed to its reasonable satisfaction, and

(2) The School Districts shall have the right to retain up to ten (10%) percent of each monthly bill in order to provide funds to pay for the past, present or future damages to the School's Improvements and Installations. The retainage for such damages during the snow removal season shall be reconciled in the Spring, on or before **May 15**. School Districts shall keep the retainage equal to the total amount of damage to the Improvements and Installations, and the excess amount, if any, shall be promptly paid to the Contractor. No interest shall accrue or be paid on any retainage.

5. **Service: Prior Notice.**

- a. Contractor shall provide slush and snow removal Services, with School Districts' approval or direction from designee whenever at least a two inch accumulation (2") of snow or slush exists on the School Premises. All snow shall be pushed one blade past the concrete curb/asphalt edge. All snow removal will be completed according to the provision outlined in this bid, including all notations on the snow removal maps provided in this bid.
- b. Access road and aisles in the Transportation lot- (LOCS ONLY) (bus drivers) must be cleared by 5:30 am. The first buses leave at 5:45 am. All buses are out of the lot between 8:00 am and 9:00 am. Transportation (bus drivers) lot must be cleared during that time. All lanes behind and in between the parking blocks must be cleared during this time. In the event of a snow day or during a break the contractor will coordinate with the Transportation Director to have the buses moved.

*Clarkston High School and Middle School lots must be cleared by 6:00 am. Keep in mind certain staff will arrive earlier than others, example Food Service and Custodians. The receiving areas are priority.

Elementary School kids connection programs must have drives and a small area for parking open by 6:30am. The rest of the parking lots by 7:30am, to allow district staff the time to salt.

On snow days, please still clear main drives to receiving for staff arrival. On snow days, Administration Building lots, must be cleared.

- c. On all holidays / scheduled school closings, it will be the Owner's discretion to request snow removal.
- d. Avoiding arrival/dismissal times are important to us. We will not pay for multiple pushes if they don't finish prior to arrival and have to come back to clean up.

- e. In addition to Contractor's Services provided with prior notice, Contractor shall promptly commence and complete such other services at the premises as directed by Owner Designee. No salting or sanding services, whatsoever, shall be provided unless they are approved in advance by the School District's Designee.
 - f. Prior to first plowing, Contractor and Owner Designee will visit each site to determine plowing direction and stockpiling. All plowed areas shall have no more than 1/4 inch of snow remaining upon completion of work.
- 6. **Contractor's Log.**
Contractor shall keep an accurate daily log of per pushes for the services provided. The School Districts shall only be charged for services actually performed. All of Contractor's records pertaining to services performed shall be available for inspection in Contractor's business office at any time during normal business hours.
- 7. **Notice and Determination of Damages.**
If Contractor or the Property Owner learns of possible damage to any part of the Premises or Improvements and Installations, the party which first becomes aware of such damage shall promptly notify the other party and confirm such notice in writing so that the existence and amount of damage can be determined. If the parties cannot agree on the existence or amount of damage, they shall select one mutually acceptable contractor or other qualified person who shall determine the existence and amount of damage and whose decision shall be binding upon both Contractor and the Property Owner.
- 8. **Prior to the snow season.** It is the Contractor's responsibility to mark all curbs, light fixtures, landscape areas, fencing, and site features using a 4-foot painted wood lath or similar temporary markers approved by Owner. Contractor will inspect the site and submit in writing any areas for which he / she will not take responsibility. In all areas, except those noted during the site inspection, the Contractor shall assume responsibility for the repair of any damage occurring as a result of plowing operations, including concrete curbs, asphalt or concrete surfaces, landscaped areas, or other site features.
- 9. **Insurance.** At all times during the term of this Agreement, Contractor shall maintain and pay for the following insurance and name the School Districts and shall furnish a certificate of insurance carrier acceptable to the School Districts and with an A.M. Best rating of "A" or better within ten (10) days of the execution of this Agreement:
 - a. Commercial general liability, personal injury, "broad-form" property damage, contractual liability, extended liability, and completed operations / products insurance in amounts not less than One Million (\$1,000,000) Dollars per occurrence. This insurance shall cover any and all accidents, casualties and occurrences, in, on or about, the School Premises which directly or indirectly result from the presence, acts or omissions of Contractor, its employees, agents or independent contractors, or from the presence of their Equipment in, on or about the

School Premises. This insurance shall be provided on the form of an "occurrence" policy.

- b. Workers' Compensation or employer's liability insurance in amounts accordance with applicable law. Such insurance shall cover Contractor's independent contractors as well as its agents and employees.
 - c. Contractor shall also carry comprehensive automobile liability coverage (including contractual liability) in an amount not less than Two Hundred Fifty Thousand (\$250,000) Dollars per person and Five Hundred Thousand (\$500,000) Dollars per accident resulting in bodily injury, and One Hundred Thousand (\$100,000) Dollars property damage.
 - d. The certificate of insurance furnished to the School Districts shall identify all exclusions or reductions in coverage to the standard ISO 1986 general liability or 1987 auto liability policies. Failure to comply with all insurance requirements herein shall be deemed a material breach of this Agreement.
 - e. The insurance certificate furnished to the School Districts shall provide that no insurance required by this Paragraph shall be canceled, terminated or modified without at least thirty (30) days' prior written notice to the participating parties of this bid.
10. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the School Districts from and against any and all demands, claims, liens, actions, costs, losses, damages and suits (including but not limited to reasonable actual attorneys' fees and court costs) directly or indirectly arising from or related to this Agreement; or from the presence, acts or omissions of contractor, its employees, agents or independent contractors in, on or about the Premises; or from the presence of their Equipment in, on or about the Premises. Contractor's obligation to indemnify the School Districts as set forth in the Paragraph shall not extend to liability resulting from the sole negligence, gross negligence, or intentional tortious conduct of the School Districts, or its agents or representative.

Compliance by Contractor with the requirements of Paragraph 9 as to carrying insurance and furnishing proof thereof to the School Districts or shall not relieve Contractor of its liabilities and obligations under this Paragraph 10 concerning Contractor's indemnity of the School Districts or any other provisions of this Agreement. Contractor's indemnity covenant specified herein shall not be negated or reduced by virtue of Contractor's insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim or refusal to defend the School Districts.

11. **Default.** The School Districts shall have the right to terminate this Agreement by so notifying Contractor in writing and without any further obligation, whatsoever, if Contractor fails to comply fully with each and every term and condition hereof.
12. **Assignment.** Contractor shall not assign this Agreement without the School Districts' prior written consent.

13. **Time of the Essence.** Contractor agrees that timely, satisfactory performance of its Services is absolutely essential to the conduct of the School Districts at the Premises and further agrees that time shall be the essence of this Agreement. In the event the Contractor determines that he / she is unable to timely perform due to severe weather conditions and / or equipment problems, the Contractor shall notify the designated contact person(s) at the District immediately, and inform in detail of its inability to perform and further, shall:
- a. immediately, upon the cessation for the severe weather condition and / or repair / replacement of the problematic equipment, perform such services as are contemplated by this contract; or
 - b. immediately engage subcontractors, to be bound by the terms and conditions of this contract, including, but not limited to, Section 10, to immediately carry out the snowplowing assignment; or
 - c. indemnify and make whole the Districts for any expenses and / or costs it incurs by having to secure the services of another snow plow contractor to perform or complete such services as are contemplated by this contract.
14. **Notices.** Contractor shall provide the School Districts with two or more telephone numbers at which contractor or its representative(s) can be reached at all times. Any written notice or communication which either party to this Agreement desires, or is required, to give the other shall be sufficient if delivered in person, forwarded by facsimile or U.S. Mail to the address(s) indicated in this Agreement.
15. **Paragraph Captions.** The paragraph captions contained in this Agreement are for convenience only and have no legal force or effect.
16. **Relation to Purchase Order.** The School Districts will issue purchase orders in connection with this Agreement and such purchase order provisions shall be binding upon the School Districts and Contractor. All invoicing must reference purchase order number.
17. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the School Districts' Contractor and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement shall be amended only by written instrument signed by both the School Districts and Contractor.
18. **Binding Action.** The terms and provision of this Agreement shall be binding upon and insure to the benefit of the parties' respective representatives, successors and only those assigns permitted pursuant to Paragraph 11.

GENERAL TERMS AND CONDITIONS

1. **PRICE ADJUSTMENT:** Prices shall remain firm per the RFP submittals for the length of the contract. Vendor will not be permitted to charge for fuel or environmental costs for duration of contract.

2. **INVOICES:** Vendor invoices must be directed to each individual Participant per location, itemized; detailing application and/or services per location. Include contract/order number on each invoice to expedite payment. The invoices must be sent to each Participant individually.
3. **PAYMENT:** Vendor invoices must be itemized; detailing application and/or services per location. Include contract/order number on each invoice to expedite payment.
4. **COMPLIANCE:** It is the responsibility of the Vendor to keep informed of all existing and future Federal, State, or Local ordinance and regulations, which in any manner affect the work to be performed. The Vendor and all his/her agents shall at all times observe and comply with all such laws and ordinances, and shall protect and indemnify the Schools and all their representatives against any claim, loss, or liability arising or resulting from violation of any such laws or ordinances. Any Vendor not found in compliance with Local, State and Federal Regulations regarding this work might at any time result in immediate termination of contract as evidence of non-performance.
5. **CANCELLATION:** The Schools may cancel any Purchase Order/Contract within 30 days= written notice to the Provider. There will be no automatic renewal language in the contract after the contract period.
6. **BANKRUPTCY:** In the event the Contractor files for bankruptcy protection, the contract is automatically null and void, and will be terminated without further order.

SUBMITTAL COVER

SUBMITTED BY

COMPANY NAME

ADDRESS

AUTHORIZED SIGNATURE

DATE:

AUTHORIZED NAME (please print)

TITLE:

PHONE #:

FAX #:

E-MAIL:

LIST OF REFERENCES

REFERENCE #1:

FACILITY NAME

ADDRESS

CONTACT NAME

PHONE NUMBER

REFERENCE #2:

FACILITY NAME

ADDRESS

CONTACT NAME

PHONE NUMBER

REFERENCE #3:

FACILITY NAME

ADDRESS

CONTACT NAME

PHONE NUMBER

STATE OF MICHIGAN AFFIDAVIT

No contract or renewal of any contract may be awarded by the state or any of its political subdivision to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

1. "Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivision because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.
2. "Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form of business association owing a debt to the state or any of its political subdivisions.
3. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.
4. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent (5%) of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of Michigan, including, but not limited to, the Michigan Secretary of State's Office, the Michigan Tax Department, Michigan Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Under penalty of law for false swearing, it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Signature

Date

SNOW PLOW AND REMOVAL SERVICES PRICING (PER PUSH)

PROPOSAL A: LAKE ORION

\$ _____
BLANCHE SIMS ELEMENTARY COST PER PUSH

\$ _____
CARPENTER ELEMENTARY COST PER PUSH

\$ _____
ORION OAKS ELEMENTARY COST PER PUSH

\$ _____
EARLY CHILDHOOD CENTER COST PER PUSH

\$ _____
PAINT CREEK ELEMENTARY COST PER PUSH

\$ _____
WEBBER ELEMENTARY COST PER PUSH

\$ _____
OAKVIEW MIDDLE SCHOOL COST PER PUSH

\$ _____
WALDON MIDDLE SCHOOL COST PER PUSH

\$ _____
TRANS BLDG & SIDEWALKS COST PER PUSH

\$ _____
ADMIN BLDG COST PER PUSH

\$ _____
SNOW REMOVAL – T&M RATE PER HOUR COST PER HOUR

PROPOSAL B: CLARKSTON

\$ _____
EARLY CHILDHOOD CENTER/ ADMIN BLDG COST PER PUSH

\$ _____
ANDERSONVILLE ELEMENTARY COST PER PUSH

\$ _____
BAILEY LAKE ELEMENTARY SCHOOL COST PER PUSH

\$ _____
CLARKSTON HIGH SCHOOL COST PER PUSH

\$ _____
INDEPENDENCE ELEMENTARY COST PER PUSH

\$ _____
PINE KNOB ELEMENTARY COST PER PUSH

\$ _____
SPRINGFIELD PLAINS ELEMENTARY COST PER PUSH

\$ _____
NORTH SASHABAW ELEMENTARY COST PER PUSH

\$ _____
SASHABAW MIDDLE SCHOOL COST PER PUSH

\$ _____
SNOW REMOVAL – T&M RATE PER HOUR COST PER HOUR

MAPS