

**REQUEST FOR PROPOSALS,
PROPOSAL FORMS
&
SPECIFICATIONS
FOR**

DANIEL BOONE AREA SCHOOL DISTRICT

DISTRICT-WIDE SNOW REMOVAL SERVICES

**Sealed proposals are due in the District Administration Center by or before 1:00 P.M. on
October 14th, 2022.**

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INVITATION TO SUBMIT PROPOSAL

The Board of School Directors for the Daniel Boone Area School District will receive proposals for the following:

DISTRICT-WIDE SNOW REMOVAL SERVICES AT THE FOLLOWING LOCATIONS

River Rock Academy Building 2144 Weavertown Road Douglassville, PA 19518	Daniel Boone Area High School 501 Chestnut Street Birdsboro, PA 19508
Daniel Boone Middle School 1845 Weavertown Road Douglassville, PA 19518	Daniel Boone Area Intermediate Center ("DBAIC") 200 Boone Drive Douglassville, PA 19518
Daniel Boone Area Primary Center ("DBAPC") 576 Monocacy Creek Rd. Birdsboro, PA 19508	
Transition House 511 Chestnut Street Birdsboro, PA 19508	

There will be a pre-proposal meeting on **September 22st, 2022 at 10:00 a.m.** Interested Proposers will meet at the High School at 501 Chestnut Street Birdsboro, PA 19508 Interested proposers will be given an opportunity to visit the service locations following the pre-proposal meeting. Email Jason.Withers@dboone.org by September 21st 2022 1pm to confirm attendance. Must attend or bid is excluded.

Proposal Documents, including specifications, will be available to interested Proposers after **December 1st, 2022.**

Direct any inquiries to Jay Withers Director of Facilities Jason.Withers@dboone.org 610-582-6140 ext 1152

Proposals shall be sent directly or hand delivered to:

Daniel Boone Area High School
Attn: Jay Withers Director of Facilities
501 Chestnut Street
Birdsboro, PA 19508

Sealed envelopes should be marked: "**2022 Request for Proposal – Snow Removal Services**"

Sealed Proposals will be opened at **1:00 p.m. on October 17th , 2022**, in the District Office, 501 Chestnut Street Birdsboro, PA 19508. Late proposals will be rejected.

Proposals must be submitted on forms included in the proposal documents and must be accompanied by Proposal Security and Non-Collusion Affidavit in accordance with the Instructions to Proposers. Proposals shall conform to all other requirements as more fully set forth in the proposal documents, including compliance with all applicable laws and regulations. All proposals submitted are valid for acceptance by the District and may not be withdrawn prior to **October 3rd, 2022**. The District reserves the right to reject any or all proposals or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

END OF DOCUMENT

INSTRUCTIONS TO PROPOSERS

1. **PROPOSAL DOCUMENT AVAILABILITY; SITE VISIT; PRE-PROPOSAL MEETING**

A. The Proposal Documents have been prepared by the Business Office of the Daniel Boone Area School District located at 501 Chestnut Street, Birdsboro PA, 19508. The Proposal Documents are made available only for the purpose of obtaining Proposals for this Project. Their availability does not grant a license for other purposes.

B. Upon receipt of Proposal Documents, Proposer shall verify that the documents are complete. Notify the School District Business Office should the documents be incomplete, or upon finding discrepancies or omissions in the Proposal Documents. Proposer shall be responsible for the completeness of their set of Proposal Documents. No allowance or concession will be made to a Proposer who complains of missing portions of Proposal Documents subsequent to the award of Proposal. All requests for clarifications must be in writing and received by the School District no less than seven (7) days before the Proposal due date. All clarifications, modifications and corrections to the Proposal Documents shall be issued in the form of Addenda and shall be forwarded to all known Proposers. Addenda listing revisions and changes to the Proposal Documents shall become a part of and take precedence over original Proposal Documents and shall be so honored by Proposer in preparing their Proposals. The last Addenda shall be forwarded to all known Proposers no less than two (3) days before the Proposal due date.

C. Pre-proposal Meeting and Site Visit. A pre-proposal meeting will be held on **September 22nd, 2022 at 10:00 a.m.** to make certain that the specifications are clearly understood. Interested Proposers will meet at the Daniel Boone High School 501 Chestnut Street, Birdsboro PA 19508, Douglassville, PA 19518. Interested proposers will be given an opportunity to visit the building sites following the pre-proposal meeting.

2. **DEFINITIONS**

A. Proposal Documents: Invitation to Submit Proposal, Instructions to Proposer, Proposal Form, form of Proposal Bond, form of Non-Collusion Affidavit, form of Performance Bond, form of Agreement, and other sample proposal and contract forms.

B. Proposer: Person or entity submitting a Proposal.

C. Proposal Sum: Monetary sum identified by Proposer in Proposal form.

D. Contract Documents: Instructions to Proposers, Proposal Form, Non-Collusion Affidavit, Performance Bond, Form of Agreement between School District and Contractor (hereinafter "Agreement"), Specifications, Appendices, and all Addenda issued prior to Proposal opening.

E. Contractor: Successful Proposer, i.e., Proposer to whom contract is awarded.

F. Project: District-Wide Snow Removal Services.

G. School District: Daniel Boone Area School District, its agents, employees and/or authorized representative.

3. TERM OF SERVICES

The Contract will commence on **October 31st 2022** and continue for 3 years, ending **June 30, 2025**. The Contract will be re-evaluated annually at the end of each fiscal year. If the School District is not satisfied with the performance of the Contractor, then the Contract will be terminated at that time, or, at such earlier time as provided for in the Agreement.

The School District shall have the option, in its sole and absolute discretion, to renew the Contract for up to three (3) additional years (the “Renewal Periods”) on a year-to-year basis, subject to the written approval of the School District’s Board of Directors. The compensation payable to the Contractor for the Renewal Periods shall be determined by increasing the rate of compensation payable during the expiring contract year equivalent to the Act 1 Index; provided, however, that in no event shall compensation payable to the Contractor increase by more than three percent (3%) in any given year. The Act 1 Index is published annually in September for the subsequent school year by the Pennsylvania Department of Education. In the event that the Act 1 Index exceeds three percent (3%), Contractor’s compensation increase shall nevertheless be capped at three percent (3%). Nothing in this Contract requires the School District to negotiate for a renewal and the Contractor has no expectation of a contract beyond the Initial Term.

4. PREPARATION AND SUBMISSION OF PROPOSALS

A. Proposer shall be solely responsible for the delivery of their Proposal in the manner and time prescribed. All Proposals must be received by the School District at the place designated in the Invitation to Proposal, prior to the time designated in the Invitation to Submit Proposals for Proposal opening. Proposals received after the time advertised for Proposal opening shall be returned to Proposer unopened.

B. Proposals shall be prepared and submitted on forms furnished by the School District. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Proposal Sum.

C. A final determination on the Contract award will be made by the Board of School Directors no later than **October 26, 2022**, therefore Proposals will remain firm and non-withdrawable until **October 10, 2022**, and will thereafter remain firm and non-withdrawable until the Proposer provides written notice to the School District Office that the Proposal has been withdrawn.

D. The Proposal Form shall be signed in accordance with the following:

(1) If the Proposer is an individual, the Proposal shall be executed by him/her, personally; his/her signature shall be witnessed; his/her business address shall be stated, and any trade name employed in the conduct of his/her business shall be stated.

(2) If the Proposer is a partnership, the Proposal Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; the business of the partnership shall be stated; and the business address of the partnership shall be stated.

(3) If the Proposer is a corporation, the Proposal Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Proposal, shall be established by a certified copy of a resolution by the Board of Directors of the proposing corporation authorizing said agent to sign the Proposal on behalf of the corporation, submitted with the Proposal. The business address of the corporation and state of incorporation shall be stated.

(4) If the Proposer is a joint venture, each party of the joint venture shall execute the Proposal Form under their respective seals in a manner appropriate to such party as described above.

E. Proposal Security. Proposals shall be accompanied by Proposal Security in the form of a certified check, bank cashier's check, trust company treasurer's check, or Proposal Bond prepared on the form contained in the Proposal Documents. If the Proposal Security is in the form of a Proposal Bond, it shall be accompanied with a power of attorney evidencing the authority of the agent of the surety to execute the bond as of the date of the Proposal. The Proposal Bond form must be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The Proposal Security shall name as payee or obligee, as appropriate, the School District, and shall be in an amount not less than 10% of the Proposal Sum for the first year of the Contract (**November 1, 2022, to October 1, 2023**). With the exception of the Proposal Security accompanying the proposal of the successful Proposer, all Proposal Security in the form of checks shall be returned to Proposer on or after **November 1, 2022**. Proposal Security in the form of Proposal Bonds will be returned upon Proposer's request on or after **November 1, 2022**. Proposal security accompanying the successful proposal will be returned upon submission and approval of the required Performance Bond, certificates of insurance, and Agreement executed by the successful Proposer to the School District. The School District may declare the Proposal Security forfeited to the School District if, following the issuance of a Notice of Intent to Award to the Proposer, such Proposer fails to deliver the items required in the Instructions to Proposer within ten (10) days thereafter.

F. All Proposals, including required enclosures if applicable, shall be submitted in a sealed opaque envelope, clearly marked "**2022 Request for Proposal – Snow Removal Services**". The envelope should also contain a notation that it should not be opened until the time specified for Proposal opening. Proposal envelopes not bearing this notation and opened in error will not receive consideration. If a Proposer elects to submit a Proposal by mailing rather than hand delivery, the sealed Proposal envelope described above shall be enclosed in a mailing envelope

and addressed to the School District, and must be received prior to the date and time specified for Proposal opening.

G. Addenda. Prior to the opening of Proposals, Proposer may furnish bulletins for additions, corrections, or modifications to Contract Documents. These bulletins, in the form of addenda, are to be included in the Proposal and are part of the Contract. Failure of the Proposer to acknowledge any/all Addenda on his Proposal may be sufficient cause for rejection of his Proposal. The School District intends that all proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a proposer shall be effective unless confirmed by an addendum to this RFP, or in the Proposal.

H. References. Proposers shall be required to demonstrate their ability and experience in successfully delivering snow removal services similar in nature to those requested by the School District. Therefore, these specifications have as a standard that all references have a minimum rating of “acceptable performance.”

Each proposer shall submit as part of its Proposal:

- All current Snow Removal Services Contracts in PA and NJ, to a maximum of twenty-five (25). Educational facility contracts preferred but not required.
- All Snow Removal Services Contracts in PA and NJ that have expired or been terminated in the past three (3) years.

All references to be complete with name, contact individual, location, phone number, and type of facility.

I. Financial Statements. Proposer shall submit a copy of its financial statements with its Proposal.

J. Finality of Decision. Any decision made by the School District, including the Contractor selection, shall be final.

K. Release of Claims. Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

L. Proposer Bears Proposal Costs. A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

M. Disclosure of Proposal Content. The School District adheres to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.*, when responding to requests for public records. Additionally, the laws of the Commonwealth of Pennsylvania require public information be available for examination by all interested parties. The School District reserves the right to destroy all Proposals if the RFP is withdrawn; the award of the Contract is withdrawn; or otherwise in the

normal course of business. Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled “Proprietary” in the margin of each individual page where they appear in the proposal response package. Pricing information may or may not be considered proprietary. The Contractor’s entire Proposal shall not be considered proprietary. Proposals may be disclosed by the School District for collective bargaining purposes.

N. Alternate Proposals. The School District is requesting a Base Proposal based upon a fixed annual fee. The School District is requesting alternate proposals providing pricing per push, per event, and per inch as defined below:

Per Event – Charge once per event, even if you push multiple times during that event.

Per Hour - Labor/Equipment and vehicals (Hourly Rate)

O. Exceptions to RFP. Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions in this RFP cannot be met. The selected Contractor(s) shall be required and expected to meet the RFP requirements as set forth in this RFP in their entirety, except to the extent exceptions are expressly set forth in the Contractor’s Proposal and those exceptions are expressly accepted by the School District and expressly incorporated into the Agreement in writing.

P. Oral Interview. The School District may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Contractor’s Proposal.

5. MODIFICATION AND WITHDRAWAL

A. Proposals may not be modified after submittal and prior to the time specified for Proposal opening.

B. Proposals may be withdrawn after submittal, provided Proposer makes his request to withdraw in writing and the request is received prior to the time specified for Proposal opening.

C. Negligence by Proposer in preparing his Proposal confers no right of withdrawal or modification of his Proposal after such Proposal has been opened.

6. OPENING OF PROPOSALS

Proposals will be publicly opened and read on the date, at the location, and commencing at the time stated in the Invitation to Submit Proposals. Proposer or their authorized agents may be present at Proposal opening.

7. QUALIFICATIONS

A. Prior to the award of contract, the School District may require satisfactory evidence to show that the Proposer is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business.

B. Proposer shall be prepared to furnish evidence that all certificates and public licenses have been properly maintained, are current, and shall attest that his company has never been defaulted on any public contract. The Proposer shall agree that any problem identified by the School District shall be remedied within forty-eight (48) hours.

8. COLLUSIVE PROPOSALS

More than one Proposal for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Proposals in which such Proposer is interested. Any and all Proposals will be rejected if there is any reason for believing that collusion exists among any of the Proposers. Participants in such collusion will not be considered in future Proposals. Proposer shall submit with their Proposals, a Non-Collusion Affidavit in the form contained in the Proposal Documents.

9. RESERVATION OF RIGHTS

A. The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial proposal (low proposer). The School District reserves the right to request additional information from any or all Proposers.

B. The School District reserves the right to negotiate with one or more Proposers concerning their Proposals.

10. PROPOSAL REJECTION

The School District reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in the School District's best interest. The School District reserves the right to reject a Proposer if the Proposer is not in a position to perform the contract or has previously failed to perform similar contracts properly or on time.

11. CONTRACT

A. A final determination on the Contract award will be made by the Board of Directors no later than **October, 26 2022**, unless this time is extended by the mutual consent of the successful Proposer and the School District.

B. The School District reserves the right to award a contract for one or more of the categories of services set forth in the Specifications, or for all categories of services set forth in the Specifications.

C. The School District will notify the selected Proposer of the School Districts intent to accept his Proposal and to make a formal award of contract to him by a Notice of Intent to Award. The School District will include with the Notice of Intent to Award the Agreement to be signed by the successful Proposer. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Proposer shall furnish (1) a Performance Bond on the form provided in the Proposal Documents, in the amount required pursuant to Section 12 of the Instructions to Proposers; (2) Certificates of Insurance as required pursuant to Section 15 of the Instructions to Proposer; and (3) the signed Agreement. The Performance Bond, Insurance Certificates, and Agreement shall be submitted to the School District's District Office within the required time period.

D. The Contract Documents form the Contract.

E. Failure of the Proposer to whom Notice of Intent to Award has been given to deliver appropriate Performance Bond and Certificates of Insurance, or execute the Agreement within the time specified, shall constitute a default by such Proposer and the School District may, at its sole discretion, award the contract to another Proposer or re-advertise for Proposals, and the defaulting Proposer shall pay to the School District the difference between the amounts of his Proposal and any higher amount for which the School District may contract for the required services, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Proposal Security of such defaulting Proposer shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Proposal Security, the defaulting Proposer shall pay to the School District the full amount of the excess. The School District may, in its sole discretion, extend the time period for submission of the above items, upon request of Proposer. Such request of Proposer, if accepted by School District in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) days after the submission to the School District of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

12. PERFORMANCE BOND

A. Within ten (10) days after receipt of Notice of Intent to Award, the Contractor shall furnish to the School District a Performance Bond in the amount of one hundred percent (100%) of the contract price for the first year of the Contract (**November, 1 2022 to October 31 2023**). Thereafter, the Contractor must furnish annually to the School District a Performance Bond in the amount of the contract price for the current contract year. The Performance Bond shall be issued on the form attached to this RFP, or such other form as is acceptable to the School District in its sole and absolute discretion. The Performance Bond shall be issued by a qualified surety naming the School District as an Obligee, to ensure faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the Commonwealth of Pennsylvania and must be approved by the School District. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. The Performance Bond shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the Commonwealth of Pennsylvania. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated

in this Paragraph, the Contractor must, as a precondition to continuing any services and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria. A new Performance Bond must be submitted annually to the School District, not later than thirty (30) days before the commencement of the next fiscal school year of the Contract. The cost of the bond furnished hereunder shall be included in the Contract pricing.

B. If Contractor’s surety makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the School District is insolvent, the Contractor must, as a precondition to continuing any services and receiving further payments, replace the bonds with bonds from a surety satisfactory to the School District.

13. INSURANCE

All Contractors doing work for the School District shall carry such liability insurance as set forth below to fully protect the School District from claims which may arise out of or result from the Contractor’s 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. No work shall be started until the School District has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania on a standard form provided by the insurer stating their intention to provide insurance to the Contractor in accordance with these insurance requirements. All Certificates of Insurance must indicate that the School District has (through endorsement to the policy) been specifically named as an additional insured. The Certificate of Insurance must also provide that the policy will not be changed, canceled or allowed to expire until at least thirty (30) days prior written notice has been provided to the School District. Such insurance limits shall remain in full force and effect during the term of the Contract. Said insurance certificate must be provided to the School District prior to the start of the Contract and prior to the commencement of each subsequent year of the Contract. The certificates of such insurances shall carry an endorsement that the Insurance Company will defend the School District as a party in the event the School District becomes a party to litigation as a result of the activities or negligence of the Contractor, sub-contractor, or any direct or indirect employee of same under the terms of the Contract for injuries to property or person. Insurance shall be provided by a carrier that has a Best Rating of not less than A, VIII. The limits of liability shall be no less than:

Policy	Minimum Limits
(a) Workers Compensation	Statutory
Employer’s Liability Insurance	\$1,000,000.00 each accident
	\$1,000,000.00 disease each employee
	\$1,000,000.00 disease policy limit
(b) Comprehensive General Liability	
Bodily Injury and property damage	\$2,000,000 each occurrence
	\$2,000,000 aggregate
Products/Completed Operations	\$1,000,000
Fire Damage	\$1,000,000

Personal & Advertising Injury	\$1,000,000
(c) Automobile Liability	
Bodily Injury and Property Damage	\$1,000,000 each occurrence
Combined Single Limit	
(d) Umbrella Liability	\$5,000,000 aggregate

General liability coverage shall be provided by a commercial general liability policy on an occurrence basis. The policy effective date shall predate the Contract. The termination date of the policy shall be no earlier than the termination date of the Contract or later if otherwise specified in the Proposal Documents. Automobile Liability Insurance shall be maintained throughout the term of the Contract to cover all automobiles, including owned automobiles; non-owned, leased, hired, or rented automobiles; employers' non-ownership liability; medical payments; and uninsured motorists. This coverage extends to all trucks and motorized equipment.

14. FAMILIARITY WITH PROPOSED WORK

The Contract is entered into by the School District with the understanding that the Contractor, prior to submission of his Proposal, acquainted itself with the requirements of all Instructions to Proposer, Specifications, and other Proposal Documents, and that it has obtained all necessary information for completion of the work during the term of the Contract. Upon execution of the Contract, the Contractor waives any and all claims based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the Contract. The Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

15. MSDS SHEETS; RIGHT TO KNOW ACT

Each Proposer using any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products. The successful Proposer/Contractor shall comply with all other terms and conditions of the Pennsylvania Workers and Community Right to Know Act, Act No. 159 of 1984, 35 P.S. §7301 *et seq.*, providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

16. HUMAN RELATIONS ACT

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibits discrimination on the basis of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. Contractor does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

17. DISCRIMINATION PROHIBITED

According to Section 62 Pa. C.S. § 3701, the Contractor agrees that:

A. In the hiring of employees for the performance of work under the Contract, or any sub-contract, the Contractor, any subcontractor, or any person acting on behalf of the Contractor or subcontractor shall, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. No contractor, sub-contractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.

C. The Contract may be canceled or terminated by the School District, and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

18. ACT 34 CRIMINAL BACKGROUND CHECKS

Pursuant to § 1-111 of the Pennsylvania Public School Code of 1949 (the “School Code”), 24 P.S. Section 1-111, as the same has been and may be amended from time to time, prior to commencing work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the School District site, pursuant to work contemplated in the Contract, (a) a copy of a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person, in a manner prescribed by the Pennsylvania Department of Education, which report shall not be more than 5 years old, (b) a copy of a report of federal criminal history record information, in a manner prescribed by the Pennsylvania Department of Education, which report shall not be more than 5 years old, and (c) a written report from each employee or independent contractor, on the Pennsylvania Department of Education’s standardized form, reporting any arrest or conviction for an enumerated offense. Contractor shall not allow any prospective employee or independent contractor on any School District property prior to providing the School District with the above-referenced criminal history record information for said prospective employee or independent contractor. In accordance with 23 Pa. C.S. § 6344.4 (relating to recertification), Contractor shall submit the above-referenced criminal history record information on a renewed basis every 60 months. As required pursuant to § 1-111, Contractor shall cause its employees and independent contractors to provide written notice of any subsequent arrests or convictions for an enumerated offense with 72 hours after an arrest or conviction. Contractor shall comply with § 1-111, and any and all amendments thereto at Contractor’s sole cost and expense.

19. EMPLOYMENT HISTORY REVIEW

In addition to fulfilling the requirements of § 1-111 of the School Code, the Contractor shall perform, either at the time of initial hiring of an employee or independent contractor or prior to the assignment of an existing employee or independent contractor to perform

work at a School District site, an employment history review as required by § 1-111.1 of the School Code, 24 P.S. § 1-111.1. Contractor shall maintain records documenting employment history reviews for all employees and independent contractors as required herein and shall provide the School District access to said records. Contractor shall comply with § 1-111.1, and any and all amendments thereto at Contractor's sole cost and expense.

20. CHILD PROTECTIVE SERVICES BACKGROUND CHECKS

Prior to commencing the work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on any School 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 Act, as the same has been or may be amended from time to time. Contractor shall not allow any employees, prospective employees, or independent contractors on the job site prior to providing the School District with the above-referenced clearance statement for the employees, prospective employees, or independent contractors. In accordance with 23 Pa.C.S. § 6344.4 (relating to recertification), Contractor shall submit copies of the official clearance statement for any employee or independent contractor as required herein, on a renewed basis every 60 months. Contractor shall comply with all amendments to this Act at Contractor's sole cost and expense. Contractor shall provide its employees with mandatory child abuse recognition and reporting training per Act 126 of 2012.

21. WAIVER OF CONSEQUENTIAL DAMAGES

Contractor waives claims against the School District for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the services provided to the School District.

22. FEES, PERMITS, AND CERTIFICATIONS

Contractor, its employees and agents shall secure and maintain, at its sole cost and expense, all necessary permits, licenses, and certifications as required by federal, state, and local laws, regulations, and ordinances. All costs and fees for such licenses shall be the sole responsibility of the Contractor.

23. TAXES

Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.

24. ALL APPLICABLE LAWS, STATUTES, REGULATIONS, AND STANDARDS

A. Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, codes, and standards, including industry standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with the same.

B. The Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies applicable to providing the services contemplated under the Contract. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its schools and on its properties, including for example, the prohibitions of sexual harassment, alcohol and smoking, and shall comply with all such policies. In the event any federal, state, local or other governmental body's laws, rules, ordinances, or regulations are revised, changed, or amended, or in the event there are revisions, changes, or amendments to the School District's policies, the Contractor shall comply with all such revised, changed, or amended laws, rules, ordinances, regulations, or policies, at no additional cost to the School District.

C. All services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

25. START OF WORK

Unless otherwise provided in the Agreement, the Contractor shall provide services commencing on **October 31, 2022**.

26. PAYMENT

Invoices shall be submitted to the School District by the 5th day of each month for services provided by Contractor during the previous month. Payment, net of any School District expenses, shall be paid within sixty (60) days of the receipt of the invoice. Contractor will be paid in accordance with the foregoing schedule, provided all services for which payment is requested have been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract.

27. FAILURE TO FINISH OR COMPLETE CONTRACT

Subject to notice and a reasonable opportunity to make necessary corrections to any deficiencies and/or unsatisfactory performance as provided in paragraph I.14 of the Specifications, in the event Contractor shall neglect or refuse to complete the services as required, or any part thereof, or to replace any services which are rejected, then the School District is authorized and empowered to purchase materials, equipment, and services in conformity with the Contract from such party or parties, and in such manner as it shall elect at the expense of the Contractor, or to cancel the Contract, reserving to itself, nevertheless, all rights for damages, including attorney's fees, legal costs, and additional professional fees, which may be incurred by the School District. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the School District at law or in equity.

28. CLEAN-UP/DAMAGE TO PREMISES

Contractor shall keep the School District's premises free from accumulation of waste materials or rubbish caused by the Contractor's performance. At completion of the services, Contractor shall remove from and about the premises (or properly store, if applicable), all waste materials, rubbish, Contractor's tools, equipment, machinery, and surplus materials. If the

Contractor fails to clean up as provided herein, the School District may do so, and the costs thereof shall be charged to the Contractor.

29. WARRANTY

All services shall be guaranteed by the Contractor against defects in performance, workmanship and materials. During the term, Contractor shall agree to promptly remedy, at Contractor's expense, any defects which were caused, in the judgment of the School District, by defective or inferior performance, workmanship or materials. Contractor shall re-perform all rejected services. Contractor warrants that all services will be provided as described in the Contract with the School District. The foregoing warranties shall be in addition to, and not in limitation of any other warranties available to the School District under the Contract Documents or at law or in equity.

30. DELAY AND EXTENSIONS OF TIME

If Contractor is delayed at any time in the progress of the services by any act or neglect of the School District, its agents or employees, any separate Contractor employed by School District or by changes ordered in the services, labor disputes (excluding labor disputes involving Contractor's employees), unavoidable casualties or by any other cause beyond the control of the Contractor, Contractor's exclusive remedy shall be an extension of time allowed for completion of the services under the Contract. This extension of time shall not act as an entitlement for damages due and owing the Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the services, notwithstanding whether such delays be avoidable or unavoidable.

31. GOVERNING LAW

The Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. As to any claims by the Contractor against the School District, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The School District reserves all rights and privileges applicable to it pursuant to the doctrine of *nullum tempus occurrit regi*.

32. CLAIMS AND DISPUTES

A. Claims, disputes, or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Berks County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure.

B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the provision of services.

33. RIGHT TO CONTRACT WITH OTHERS

The School District reserves the right to contract with other snow removal providers and other service providers for additional services beyond those specified in the Contract.

34. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign, convey, encumber, subcontract, or otherwise transfer its rights or duties under the Contract, in whole or in part, without the prior written consent of the School District.

35. NON-APPROPRIATION OF FUNDS

The School District represents (1) that it intends to maintain the Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (2) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the School District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the services described in the Contract, the School District's obligation under the Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

36. PROPERTY DAMAGE

The Contractor shall be responsible for any damage to School District property, buildings, furniture, equipment, driveways, paving lawns, shrubbery, etc. which is created or caused by its activities, employees, agents, or subcontractors.

37. SUBMISSION OF DOCUMENTS

Services shall not be started before all bonds, insurance documents, background checks and child abuse clearance records have been received by the School District.

38. ENVIRONMENTAL INDEMNIFICATION

Throughout the term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency and to the School District. A violation of applicable laws, rules, or regulations may result in termination of this Contract. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the School District, its directors, officers, agents, and employees, from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from Contractor's failure to strictly comply with this Section 39 and all federal, state, and local laws, rules, and regulations governing the protection of the environment. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by

all federal, state, and local environmental laws, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (“Clean Water Act”), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) (“RCRA”), the Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. (“EPCRA”), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state, or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. Contractor’s indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the Contract, and shall survive the expiration or earlier termination of the Contract.

39. EMPLOYER PROGRAMS

Training, employee retention and absenteeism, and substance abuse are all conditions that materially affect the level of services that the School District receives from the Contractor. It is the School District’s position that only a Contractor that has a formal, documented program in place for each of these areas is capable of delivering snow removal services at a level of effectiveness that will meet the School District’s specifications. Therefore, each Proposer is to submit with proposal, and the successful Contractor is to maintain, formal programs for the following areas:

- Training/Retraining of custodial, snow removal maintenance, and other service processes
- OSHA Compliant Safety Training and Documentation
- Employee Recruitment and Retention
- Substitute Employee Pool
- Substance Abuse Program

Failure to adhere to this requirement may be cause for rejection and/or termination of the Contract.

END OF DOCUMENT

PROPOSAL FORM

DISTRICT-WIDE SNOW REMOVAL SERVICES

Daniel Boone Area School District

501 Chestnut St

Birdsboro PA 19508

Attention: Jay Withers Director of Facilities

Date: _____

Ladies and Gentlemen:

PROPOSAL SUBMITTED BY:

(Name of Proposing Firm)

(Address)

Deliver unopened Proposals to place and person indicated in the Invitation to Submit Proposal. Deliver this Proposal on or before date and prevailing local time indicated in the Invitation to Submit Proposal. Proposals will be opened and read at time and place indicated in the Invitation to Submit Proposal.

Ladies and Gentlemen:

Having carefully examined the Proposal Documents, including all specifications, the facilities, and all conditions affecting the work and services, the undersigned hereby proposes to perform and complete all work and services in strict accordance with the Proposal Documents and all Addenda (if any) as indicated below:

ADDENDUM NO. ____ DATED _____ ADDENDUM NO. ____ DATED _____

inclusive, for the following fee:

BASE PROPOSAL

Snow Removal Services - Annual Fixed Fee	Contract Year 2022-23 Annual Fee	Contract Year 2023-24 Annual Fee	Contract Year 2024-25 Annual Fee
Daniel Boone High School			
Daniel Boone Middle School			
Daniel Boone Area Intermediate Center			
Daniel Boone Area Primary Center			

Transition House			
Total Annual Fee			

ALTERNATE PROPOSALS

Snow Removal Services – Fixed Fee Per Event	Contract Year 2022-23	Contract Year 2023-24	Contract Year 2024-25
Daniel Boone High School			
Daniel Boone Area Intermediate Center			
Daniel Boone Area Primary Center			
Transition House			
Total Annual Fee			

Snow Removal Services – Hourly Rate	\$ _____
Snow Removal Services - Equipment Rate	\$ _____
Snow Removal Services - Supplies Total	\$ _____

I acknowledge and agree that the School District may close or consolidate facilities during the term of the Contract. In the event of the closing/consolidation/termination regarding one or more facilities, the School District may cancel services under the Contract for the particular facility(ies). The School District will provide the Contractor with thirty (30) days prior written notice of a complete closure and cancellation of services for the facility to be closed, in which case Contractor’s fee for the closed facility will be ratably reduced based on the number of days left in the season (November 1 – April 1) for which Contractor is not required to provide services. The School District will provide Contractor with written notice of the need for other changes, which written notice will provide the Contractor with a reasonable period of time to implement the change, and Contractor agrees to implement the changes. The Contractor’s fee for the particular facilities affected by the changes shall be adjusted (increased or decreased) by the School District, which adjustment shall be determined by the School District in its reasonable discretion taking into account the fee for the applicable facility, the extent and nature of the changes, and the hourly rates set forth above as applicable.

I agree that if the School District desires additional services beyond those specified in the Contract, that I will use commercially reasonable efforts to provide such additional services at a cost not to exceed the hourly rates (Cost of Labor Total) set forth above. Any additional services shall be by mutual agreement of the School District and Contractor and memorialized in writing prior to performance of said services.

All dollar amounts are stated in United States Dollars.

My Proposal will remain firm for the period of time indicated in the Instructions to Proposers.

The services shall be provided during the term of the Contract, commencing on **October 31, 2022**.

This Proposal is submitted in accordance with and subject to all terms and conditions of the Proposal Documents which are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were reported at length herein.

When the Proposer is an individual:

WITNESS:

_____(SEAL)
Signature of Individual

Trading and doing business as:

(Address)

When the Proposer is a partnership (Name of Partners):

WITNESS:

Name of Partnership

(Address)

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

When the Proposer is a corporation

ATTEST:

Name of Corporation

(Address)

Secretary/Assistant Secretary

By: _____

President/Vice President

(CORPORATE SEAL)

_____ is a corporation organized and existing under the laws of _____ and has (has not) been granted a certificate of authority to do business in the State of Pennsylvania.

NOTE: Submit Proposal Security and Non-Collusion Affidavit with Proposal.

END OF DOCUMENT

FORM OF PROPOSAL BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter called the "Principal"), and _____, a
corporation authorized to transact business in Pennsylvania, and having its principal office at
_____ (hereinafter called the "Surety"),
as Surety, are held and firmly bound unto the DANIEL BOONE AREA SCHOOL DISTRICT
(hereinafter called the "Obligee"), as Obligee, in the sum of _____
Dollars (\$ _____) lawful money of
the United States of America, for payment of which we bind ourselves, and each of our respective
heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this
_____ day of _____, 20____.

WHEREAS, said Principal is herewith submitting to the Obligee a Proposal for **Snow
Removal Services** pursuant to specifications and other Proposal Documents incorporated into said
Proposal by reference; and it is a condition of the Obligee's receipt and consideration of said
Proposal that such shall be accompanied by Proposal security to be held by the Obligee on terms
embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of
acceptance of his Proposal by Obligee and within the period specified therefore in the proposal
requirements, enter into a written agreement with the Obligee, in accordance with the Proposal as
accepted, and give bonds with good and sufficient surety or sureties, as may be required for the
faithful performance and proper fulfillment of such contract, in the form specified by the Owner,
and furnish required certificates of insurance, in all respects as required by the proposal
requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in
full force. In the event of the failure to enter into such contract, give such bonds, and furnish such
certificates within the time specified, the Principal and Surety will pay to the Obligee the difference
between the amount of the Principal's accepted Proposal and any higher amount for which the
Obligee may contract for the required work, as well as any advertising, architectural, legal and
other costs incurred by the Obligee by reason of the default; provided, however, that the obligations
of the Surety hereunder shall not exceed the amount of this Proposal Security together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have
executed this Bond the day and year aforementioned.

(Individual Principal)

Witness:

_____(SEAL)

(Signature of Individual
Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____(SEAL)

By: _____(SEAL)

(Corporation Principal)

(Name of Corporation)

Attest: _____
(Asst.) Secretary

By: _____
(Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____

*By: _____
Authorized Representative

*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(Corporate Surety)

(Name of Surety)

Witness or Attest:

**By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

END OF DOCUMENT

I state that _____ understands
(Name of My Firm)

and acknowledges that the above representations are material and important, and will be relied on by the DANIEL BOONE AREA SCHOOL DISTRICT in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the DANIEL BOONE AREA SCHOOL DISTRICT of the true facts relating to the submission of Proposals for this contract.

(Name)

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20__

Notary Public

My Commission Expires

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. In case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “Complementary Proposal” as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Proposal.
7. A Proposer’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding or proposing on any public contract within the last three (3) years does not prohibit a government agency from accepting a Proposal from or awarding a contract to that Proposer, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

END OF DOCUMENT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the DANIEL BOONE AREA SCHOOL DISTRICT, as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, said Principal has submitted to the Obligee a certain proposal to perform **Snow Removal Services** for the Obligee, pursuant to Obligee's Request for Proposals for District-Wide Snow Removal Services ("RFP") and other contract documents incorporated into said RFP by reference (collectively, the "Contract Documents");

WHEREAS, the Contract Documents are incorporated in this Bond by reference and made a part hereof; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if the Principal well, truly and faithfully shall comply with and shall perform the services in accordance with the Contract Documents and comply with all covenants, conditions, terms and requirements of the Contract at the time and in the manner provided in the Contract Documents, and if Principal shall not be in breach of any representations or warranties of Principal set forth in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all of its officers, agents, and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses, and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the services to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the services in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Berks County, Pennsylvania, and in any such proceeding Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Principal and the Surety, intending to be legally bound, cause this Bond to be signed, sealed and delivered this ____ day of _____, 20__.

(Individual Principal)

WITNESS:

(Signature of Individual) (SEAL)

(print name of Individual)
Trading & doing business as

(Partnership Principal)

WITNESS:

(Corporate Principal)

ATTEST:

Print Name: _____

Title: Secretary (Assistant Secretary)
(CORPORATE SEAL)

(Limited Liability Company)

WITNESS:

(Managing) Member

By: _____ (SEAL)

Print Name: _____
Partner

By: _____ (SEAL)

Print Name: _____
Partner

By: _____ (SEAL)

Print Name: _____
Partner

(Name of Corporation)

By: _____ (SEAL)

Print Name: _____
Title: President (Vice President)

(Name of Limited Liability Company)

By: _____ (SEAL)

Print Name: _____

By: _____ (SEAL)

Print Name: _____
Member

By: _____ (SEAL)

Print Name: _____
Member

(Corporate Surety)

WITNESS:

(Name of Corporation)

**By: _____
(Attorney-in-fact)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

END OF DOCUMENT

FORM OF AGREEMENT BETWEEN DISTRICT AND CONTRACTOR

DANIEL BOONE AREA SCHOOL DISTRICT

This contract ("Contract") is entered into by and between the Daniel Boone Area School District, a public school district with administrative offices located at 2144 Weavertown Road, Douglassville, PA 19518 (hereinafter "District") and _____, a _____ organized and existing under the laws of _____, with a principal place of business at _____ hereinafter known as "Contractor").

WITNESSETH

WHEREAS, the District desires to enter into an agreement for **Snow Removal Services** pursuant to the District's Request for Proposals for District-Wide Snow Removal Services.

WHEREAS, the District and Contractor agree that it shall be the primary obligation of the Contractor to operate its affairs so that the District will be assured of Contractor's continuous and reliable service.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term:** The Contract will commence on **October 31, 2022**, and continue for 3 years, ending **June 30, 2025**, subject to the termination provisions set forth in the Contract. The continuation of this Contract is contingent upon satisfactory performance by the Contractor. If the performance of the service is not acceptable, this Contract may be terminated by the District at no additional cost to the District. The District shall be the sole determiner of the quality of service and whether it is satisfactory.
2. **Description of Services:** Contractor agrees to and shall furnish the snow removal services in accordance with the Contract, which shall consist of the Contract Documents, including this Form of Agreement Between District and Contractor, the Contractor's Performance Bond, the Instructions to Proposers, Proposal Form, Non-Collusion Affidavit, Specifications, Appendices, and all addenda issued prior to the Proposal Form submitted by Contractor (but excluding any exceptions to the District's RFP, unless expressly set forth in this Section 2 as being accepted by the District).
3. **Payment of Services:** During the term of this Contract, Contractor shall invoice the District by the fifth day of each month, an amount reflecting services performed during the previous month by Contractor. Payment, net of any District expenses, shall be made by the District within sixty (60) days as set forth in the Instructions to Proposer. Payment shall only be rendered upon the successful submission of an invoice to the District by the Contractor no later than the fifth day of the month. All invoices must be submitted in accordance with the District's instructions and must contain any or all information requested by the District. Invoices not submitted by the Contractor on or before the date as specified shall be carried by the Contractor until the next billing date at no additional cost to District.

4. Insurance: Prior to the commencement of the services to be performed and throughout the entire term of this Contract, contractor shall maintain insurance of the type and in the amounts set forth in the Instructions to Proposer.

5. Assignment and Subcontracting: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of his right, title, or interest therein without the prior written consent of the District which consent may be withheld at the District's sole discretion. No subcontract shall be made with any other party for furnishing any of the services to be provided in accordance with this Contract without the prior written consent of the District, which consent may be withheld at the District's sole discretion.

6. Independent Contractor: Contractor understands that in performing this Contract, Contractor is acting in the capacity of an independent contractor, and the Contractor shall not be an agent, servant, partner nor employee of the District. Contractor shall be solely responsible to pay its own federal, state and local income taxes for its employees, salaries, social security payments, and any and all other payments incurred by Contractor in the performance of this Contract, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the District to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Contractor and/or any of Contractor's agents, servants, or employees. Contractor has no authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name of the District, or to bind the District in any way whatsoever.

Contractor hereby agrees that the services to be performed under this Contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the subject matter of this Contract. Contractor shall be solely responsible for its acts during the performance of the services set forth in this Contract.

Contractor hereby agrees that in the performance of the services required under this Contract, Contractor has full and sole responsibility for compliance with all federal, state and local laws, regulations and ordinances.

7. Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, its directors, officers, agents, and employees, from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from the Contractor's performance of the Contract, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the District.

Contractor further agrees to indemnify, save and hold the District, and its directors, officers, agents, and employees harmless from and against any and all claims brought by the agents, workers, servants, or employees of Contractor for any alleged negligence or condition caused or created, in whole or in part, by the District.

Contractor further represents and warrants that it is in compliance in all material respects with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act, and is not engaged in any unfair labor practice. Contractor shall be solely responsible, at Contractor's sole cost and expense, for compliance with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act. Contractor further agrees to indemnify, save and hold the District, and its directors, officers, agents, and employees harmless from and against any and all claims brought by the agents, workers, servants, employees, or independent contractors of Contractor for any violation or alleged violation of laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and the Affordable Care Act, and unfair labor practices.

The indemnification obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Further, nothing in this indemnification provision is intended to waive or extinguish the immunity protections of the District, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act. Contractor's indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the Contract, and shall survive the expiration or earlier termination of the Contract.

8. Release: Contractor hereby releases the District, its directors, officers, agents, workers, servants and employees from any and all matter of liability whatsoever, whether it be in law or in equity, as to any kind and all kinds of damages, which shall include, but not be limited to, personal injury and damage to personal property, resulting to the Contractor, its agents, servants, or employees in the performance of the services described in the Contract Documents.

9. Termination Provisions; Partial Cancellation:

A. At any time during the term of this Contract, the District shall have the unilateral right to terminate Contractor for "cause" (as defined below) effective immediately upon notice to Contractor. For purposes of this Contract, "cause" shall mean:

i. Contractor breaches, neglects, or fails to diligently perform, to the satisfaction of the District, any or all of Contractor's responsibilities under this Contract;

ii. Contractor commits an act of dishonesty or breach of trust, or acts in a manner adverse or injurious to the interest of the District;

iii. Contractor's act or omission results in or is intended to result directly in gain to or personal enrichment of Contractor at the District's expense;

iv. Contractor violates or breaches any of the provisions of this Contract;

v. Contractor or any of Contractor's employees, agents, or servants are indicted for or convicted of a felony or any crime involving larceny, embezzlement or moral turpitude; or

vi. Contractor becomes insolvent, makes an assignment for the benefit of creditor(s), files or has filed against Contractor a petition for relief or other proceeding under Federal bankruptcy laws, state insolvency law, or is assessed, or administered in any type of creditor's proceeding.

B. Notwithstanding anything contained in subsection A to the contrary, upon ninety (90) days written notice to Contractor, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the District of such termination (whether for cause or convenience), Contractor shall cease operations as directed by the District in the notice; take actions necessary, or that the District may direct, for the protection and preservation of the District's facilities; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from the District for all work satisfactorily performed prior to termination.

C. Notwithstanding anything contained in subsections A or B to the contrary, the District may close or consolidate facilities during the term of the Contract. In the event of the closing/consolidation of one or more facilities, the District may cancel services under the Contract for the particular facility(ies) which no longer require services. The District will provide the Contractor with thirty (30) days prior written notice of a complete closure and cancellation of services for the facility to be closed, in which case Contractor's annual fee for the closed facility will be ratably reduced based on the number of days left in the season (November 1 – April 1) for which Contractor is not required to provide services and eliminated for future contract years. The School District will provide Contractor with written notice of the need for other changes, which written notice will provide the Contractor with a reasonable period of time to implement the change, and Contractor agrees to implement the changes. The Contractor's fee for the particular facilities affected by the changes shall be adjusted (increased or decreased) by the District, which adjustment shall be determined by the District in its reasonable discretion taking into account the fee for the applicable facility, the extent and nature of the changes, and the hourly rates set forth in Contractor's Proposal as applicable.

10. Entire Agreement, Caption, Counterparts and Modifications: This Contract, including the documents incorporated by reference in Section 18 of this Contract, contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and supersedes all previous written or oral negotiations, commitments, agreements and writings. The captions in this Contract are for the convenience of reference only, and do not form a part hereof, and do not in any way modify, interpret or construe the intention of the parties. This Contract may be

executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one instrument. This Contract may only be modified in writing and signed by all of the parties.

11. Governing Law, Jurisdiction and Venue: This Contract shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Jurisdiction and venue for any disputes arising in connection with this Contract shall lie solely with the Court of Common Pleas of Berks County, Pennsylvania. All parties hereto hereby submit themselves to the exclusive jurisdiction and agree to accept service of any court process, order, or other document by certified mail in lieu of personal service.

12. Notices: Any notice required to be given hereunder shall be given in writing, and shall be served in person, or deposited in the form of a written notice in the United States mail and sent by registered or certified mail with postage charges prepaid, or sent by national overnight delivery service, including, but not limited to, Federal Express or through an electronic delivery system, such as telex or fax, properly addressed and directed to the party to receive the same, at the following addresses or such other address as may hereafter be substituted therefore by notice in writing thereof:

If, to the District:

Daniel Boone Area School District
Attn: Jay Withers Director of Facilities
501 Chestnut Street
Birdsboro , PA 19508

With a copy to:

Brian E. Subers, Esquire
Fox Rothschild LLP
10 Sentry Parkway, Suite 200
P.O. Box 3001
Blue Bell, PA 19422

If to the Contractor:

Notice shall be deemed given on the earlier of the date of receipt or the second business day after having been mailed in accordance with this Section.

13. Invalidity: The invalidity of any one or more of the words, phrases, sentences, sections, or subsections contained in this Contract shall not affect the enforceability of the remaining portions of this Contract or any part thereof, all of which are inserted conditionally on their being valid in law. In the event that any one or more of the words, phrases, sentences, sections, or subsections

are found to invalid or unenforceable, this Contract shall be read as if such offending provisions had not been inserted, and if such invalidity shall be caused by the length of any period of time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

14. Binding Effect: This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Waiver: The waiver by a party of any term, covenant, obligation, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or waiver of any obligation or condition herein contained. No covenant, term, obligation, or condition of this Contract shall be deemed to have been waived by the District, unless such waiver be in a written notice to Contractor executed by the District.

16. Construction: For purposes of this Contract, the neuter shall include the masculine and the feminine, the masculine shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular, as the context may require.

17. Remedies: The rights and remedies of the District contained herein shall not be exclusive and are in addition to any rights and remedies provided under the law or in equity.

18. Incorporation by Reference: The terms and conditions of the following documents, if checked, are hereby incorporated herein by reference and made a part thereof:

- a. Invitation to Submit Proposal _____ ✓
- b. Instructions to Proposer _____ ✓
- c. Proposal Documents _____ ✓
- d. Specifications (and appendices) _____ ✓
- e. Addenda _____ ✓
- f. Non-Collusion Affidavit _____ ✓
- g. Performance Bond _____ ✓
- h. Contractor's Proposal _____ ✓

(excluding any exceptions to the District's RFP, unless the District has expressly acknowledged and incorporated such exceptions in Section 2 above.)

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the date first above written.

BOARD OF SCHOOL DIRECTORS OF
DANIEL BOONE AREA SCHOOL
DISTRICT

Attest: _____
Name: _____
Title: Board Secretary

By: _____
Name: _____
Title: Board President

Name of Contractor

Attest: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

END OF DOCUMENT

SPECIFICATIONS

- I. GENERAL CONDITIONS: These General Conditions apply to all services provided by Contractor.
 1. Contractor shall supply all labor, supervision, supplies, equipment and vehicles necessary to complete the contract under these specifications. Contractor shall ensure that all Contractor personnel operating a vehicle in the performance of services maintains a valid driver's license for the term of the contract.
 2. Training, employee retention and absenteeism, and substance abuse are all conditions that materially affect the level of services that the District receives from the Contractor. It is the District's position that only a Contractor that has a formal, documented program in place for each of these areas is capable of delivering services at a level of effectiveness that will meet the District's specifications. Therefore, Contractor shall maintain formal programs for the following areas:
 - Training/Retraining of custodial, building maintenance and other service processes
 - OSHA Compliant Safety Training and Documentation
 - Employee Recruitment and Retention
 - Substitute Employee Pool
 - Substance Abuse Program
 3. Contractor agrees that the District shall have the right to request dismissal from service to the District any person who, in the opinion of the District, is not qualified or otherwise acceptable to fulfill the terms of the Contract, and the Contractor shall comply with such request.
 4. The Contractor's personnel shall report directly to the Contractor's manager assigned to the District's Contract. The Contractor's manager shall report to the District. Contractor's manager must be fluent in spoken and written English.
 5. Contractor shall provide the District with copies of all Act 34 criminal background checks and Child Protective Services background checks as required pursuant to paragraphs 18 and 20 of the Instructions to Proposers, as well as maintain copies of all employment history reviews as required under paragraph 19 of the Instructions to Proposers. Contractor shall comply with all provisions of §§ 1-111 and 1-111.1 of the Pennsylvania Public School Code, as amended, and the Child Protective Services Law, as amended.
 6. The Contractor shall notify the District immediately of conditions which will limit hours or decrease its work crews. In addition, the Contractor shall notify the District in advance of any condition or situation, which will affect the performance of the work under the Contract. In either case, the Contractor shall submit a plan, in writing, of how the affected work is to be rescheduled. All substitute employees

shall also be background checked and pass all clearance requirements prior to their being assigned duties in the District due to an unforeseen event.

7. The Contractor shall report, in writing, any damage that occurs as a result of the performance or non-performance of the services under the Contract. Furthermore, the Contractor shall report, in writing, any items that require maintenance or repair that are discovered during the process of the Contract.
8. At no time shall the Contractor's personnel:
 - a) Smoke cigarettes and/or use tobacco products on District property.
 - b) Possess, consume and/or be under the influence of alcohol and/or any controlled substance while on District property.
 - c) Carry, possess or store a firearm, or weapon of any kind, on District property, regardless of any license to carry a concealed weapon.
9. The Contractor is responsible for the conduct of its personnel. The Contractor must maintain (and provide copies to District) written policies and procedures regarding suspected theft and other unlawful conduct by its personnel. The Contractor shall fully cooperate with the District and with any Law Enforcement authorities in the investigation of suspected unlawful activities. In the event that personnel employed by the Contractor are found to have committed theft or other unlawful activities, the Contractor shall be responsible to the District for restitution which will include, but not necessarily be limited to, all actual losses, damages, costs of investigation, and costs of prosecution.
10. The Contractor shall inform the designated District personnel of any vandalism.
11. The Contractor shall provide commercial grade equipment, in sufficient quantity and design to perform the services as specified. The Contractor shall maintain all equipment in effective working order throughout the life of the Contract. All equipment must meet applicable federal, state, and local laws, regulations and ordinances. The Contractor shall be responsible for the replacement, repair and maintenance of the equipment. Contractor shall be responsible to ensure that its personnel complies with all federal, state, and local laws, ordinances, and regulations in regard to use and safety of all equipment. Contractor's equipment may not be stored on School District property. No less than 3 pieces of equipment with pusher boxes. Equipment: Trucks with plows. Dump with a plow. Skid loader with pusher box. Wheel loader with pusher box. Backhoe with pusher box. UTV or equivalent with a plow. Snow blowers.
12. The Contractor shall be responsible for the strict adherence to all Federal, State, and local laws, regulations, and ordinances, such as, but not limited to OSHA and the Worker and Community Right-To-Know Act.
13. All School District buildings and grounds are "tobacco free." It is the policy of the School District to establish and maintain an Alcohol and Drug-Free Workplace.

The Contractor shall be responsible for its employees' strict observance of these policies.

14. The District may inspect all surfaces to be cleared by Contractor following a snow event to assure that the surfaces have been properly prepared for school to open. These inspections will result in a "satisfactory or unsatisfactory" evaluation. In the event of an unsatisfactory evaluation:

- The Contractor will be notified in writing via electronic mail and granted a reasonable (but expedited) time to correct the deficiencies.
- In the event that the Contractor fails to correct the deficiencies within the time allowed the District may correct the deficiencies and deduct the cost from the monthly invoice.

II. PERFORMANCE SPECIFICATIONS. The following Performance Specifications shall apply to Contractor's services.

1. Contractor shall provide snow removal services for the areas outlined in the following table. The "Architectural Size" of the District Buildings and acreage is outlined in the following table. This is not the acreage to be mowed.

Building	Square Feet	Acres
Daniel Boone High School (HS)	276,794 square feet	52 acres
Daniel Boone Middle School (MS)	225,000 square feet	22.5 acres
Transition House	[To be provided]	[To be provided]
Daniel Boone Area Intermediate Center	103,888 square feet	24.5 acres
Daniel Boone Area Primary Center	83,500 square feet	14 acres

2. Contractor shall provide all supplies, labor and equipment necessary to complete the work in a satisfactory manner. This includes but is not limited to trucks, backhoes, frontend loaders, plows, shovels, snow blowers, salt spreaders and pusher boxes, etc. No less than 3 pieces of snow removal equipment. Bulk salt and calcium pellets. Spot checks must be completed by the contractor for every building within 72 hours of snow removal. The contractor will be onsite within one hour when called for emergencies.

3. General Duties and Responsibilities:

- a. Salt and clear snow from all driveways, sidewalks, steps and parking lots:
 - i. Snow shall be piled in designated areas of the parking lots and driveways as to not limit access to the facilities;
 - ii. Snow shall be pushed over curbs where possible;
 - iii. Contractor should keep as many storm sewer grates exposed as possible; and

- b. Salt and clear snow from all walkway surfaces as to not limit access to the facilities:
 - i. Snow shall be piled in designated areas along the walkways as to not limit access to the facilities;
 - ii. Snow cannot be piled against any exterior doors; and
 - iii. Respond within one hour for emergency service calls.
 - c. All dumpster areas shall be clear of snow to allow for staff to dispose of the trash and for the vendor to empty the dumpsters.
 - d. No snow shall be piled at the dock areas of the buildings.
 - e. Provide safe access to facilities for the staff, students and residents of the School District.
 - f. When finished, the parking lot, sidewalks, steps and walkways should be clear of snow except for the designated areas.
 - g. The contractor must be onsite within one hour. When called for an emergency.
4. Contractor shall provide the following:
- a. Bagged salt/calcium pallets for sidewalks, steps and entrances.
 - b. Key fobs will be provided to the Contractor to gain access to the bagged salt locations.
5. Scheduling:
- a. Under normal circumstances, the call to open on time or close is made by the superintendent by 5:30 a.m. The following are some examples of delays, closures, and early dismissals:
 - i. Opening at normal time and snow event occurred the previous night – Contractor will need to be in during the nighttime hours to clear all areas and lightly salt as needed. This is generally a snow event of up to 1” and can be cleared in time for school to safely open;
 - ii. Opening on a 2-hour delay and a snow event occurred the previous night – Same as 5.a.i. above and the delay will allow more time to clear and salt the facility;
 - iii. School is closed – Contractor will have until the start of school the next day to clear the facility because all school events are canceled unless told otherwise;
 - iv. Early dismissal due to snow event – Contractor will need to clear the driveways and walkways to allow for the staff and students to be dismissed; and
 - v. School is closed due to a snow event in the forecast – Contractor shall clear the snow once the event ends and in preparation for

school to open normal time unless the snow event causes additional closures.

The list above are general descriptions of what can be expected and how the School District administration makes their decisions. All of these decisions are discussed with the Contractor prior to and during the snow events. All of the decisions are collaborative efforts of the School District administration, transportation company, and snow removal contractors.