



**RFP # WEST-05-2024-2025-06**

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**REQUEST FOR PROPOSALS  
FOR  
SNOW AND ICE REMOVAL SERVICES**

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## BID SUMMARY

**Commodity/Service Being Requested:** Snow and Ice Removal Services

**Type of Solicitation:** Request for Proposals (RFP) – Westwood Community School District, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, is competitively bidding and awarding a Master Agreement (Contract) to a Contractor or Contractors for Snow and Ice Removal Services.

**Type of Resulting Contract:** Statewide Cooperative Contract – As a result of this RFP, Westwood Community School District will work with the MAC/CoPro+ program to market and extend the resulting Contract to other public municipalities, non-profit organizations and schools statewide in having access to Contract(s) for Snow and Ice Removal Services. This Contract will enable public municipalities, non-profit organizations, and schools to “piggyback” and purchase services on an “as needed” basis from the Contractor(s). Proposers must identify any limitations on service areas within their proposal.

**Resulting Contract Term:** Three (3) years with Two (2) one-year renewal options.

### RFP SCHEDULE

<b>Release of RFP:</b>	<b>June 14, 2024</b>
<b>Pre-Proposal Meeting*:</b>	<b>June 27, 2024, at 2:00pm Eastern Time</b>
<b>Vendor Question Due Date:</b>	<b>July 9, 2024, at 12:00pm Eastern Time</b>
<b>Answers to Vendor Questions Due Date:</b>	<b>July 15, 2024</b>
<b>Proposals Due**:</b>	<b>July 25, 2024, at 12:00pm Eastern Time</b>
<b>Master Agreement Award Date:</b>	<b>September</b>

\*The Pre-Proposal Meeting is strongly encouraged, though it is not mandatory to attend. The Pre-Proposal Meeting will be held on-site at the address below on June 27, 2024, at 2:00 p.m. Eastern Time.

\*\*Responses received later than the specified deadline will be disqualified.

### Pre-Proposal Meeting:

Westwood Community School District  
3335 S Beech Daly St.  
Dearborn Heights, MI 48125

Westwood Community School District reserves the right to change this schedule as needed and all information provided by Westwood Community School District in this RFP is offered in good faith. Individual items/services are subject to change at any time. Westwood Community School District makes no certification that any item, service, location is without error.



Award of this proposal is contingent upon the approval of funding from Westwood Community School District Board of Education.

The Sole Point of Contact During this Solicitation Process is:

Stacey Shaw  
[shaw@macservcorp.com](mailto:shaw@macservcorp.com)  
(989) 307-1307

**Contact with Westwood Community School District Personnel:** All contact with Westwood Community School District regarding this RFP or any matter relating thereto must be sent to the following email: [shaw@macservcorp.com](mailto:shaw@macservcorp.com)



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**Solicitation Terms and Conditions can be found at [Westwood/CoPro+ Contract Terms and Conditions](#)**



## SECTION 1.0 – PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING

### 1.1 Introduction and Scope

The Westwood Community School District (“Westwood”) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals for Snow and Ice Removal Services. The awarded contractor must furnish all labor and equipment for clearing snow and ice from the areas as specified. Services will be provided at the locations below and/or any other locations as agreed upon:

Location	Address
Westwood Community School District <ul style="list-style-type: none"> <li>• Parking Lots &amp; Entrances (Beech Daly, Notre Dame)</li> <li>• Sidewalks (Beech Daly, Notre Dame)</li> <li>• Entrance Walks, Porches</li> </ul>	3335 S Beech Daly Road Dearborn Heights MI 48125
Robichaud High School <ul style="list-style-type: none"> <li>• Parking Lots &amp; Entrances (Gulley, Janet, North, Penn)</li> <li>• Sidewalks (Beech Daly, Gulley, Janet, Carlyle, Penn)</li> <li>• Entrance Walks, Porches, Covered Areas</li> </ul>	3601 Janet Street Dearborn Heights MI 48125
Tomlinson Middle School <ul style="list-style-type: none"> <li>• Parking Lots &amp; Entrances (Annapolis)</li> <li>• Sidewalks (Annapolis, Beech Daly)</li> <li>• Entrance Walks, Porches</li> </ul>	25912 Annapolis Street Inkster MI 48141
Daly School <ul style="list-style-type: none"> <li>• Parking Lots &amp; Entrances (Beech Daly, West Rear Lot)</li> <li>• Sidewalks (Michigan Ave, Beech Daly)</li> <li>• Entrance Walks, Porches</li> </ul>	25824 Michigan Avenue Inkster MI 48141
Thorne Elementary School <ul style="list-style-type: none"> <li>• Parking Lots &amp; Entrances (Annapolis, Penne, East Rear)</li> <li>• Sidewalks (Annapolis, Gulley, Penne, East Penne)</li> <li>• Entrance Walks, Porches</li> <li>• Paved Playgrounds</li> </ul>	25251 Annapolis Dearborn Heights MI 48125
Carlyle Property <ul style="list-style-type: none"> <li>• Sidewalk (Carlyle)</li> </ul>	N/A
McNair Property <ul style="list-style-type: none"> <li>• Sidewalks &amp; Walk Approaches (Yale, Norte Dame, Bayhan, John Daly)</li> </ul>	N/A

#### A. Proposer Responses

Proposer will enter responses in the “Proposer Response” text boxes where provided (see example below). There is no minimum or limitation on the number of words used for responses.

#### **-EXAMPLE- Proposer Response:**



### 1.2 Minimum Mandatory Requirements

All proposals will be reviewed for compliance with the minimum mandatory requirements. Proposals deemed non-responsive will be eliminated from further consideration.

Interested and qualified proposers that can demonstrate their ability to successfully provide the goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirements:

1. Proposer must have a minimum of three (3) years successful experience in the contracted Snow and Ice Removal field in an educational environment, providing a range of Snow and Ice Removal Services equivalent or similar to the services being requested by Westwood as described herein. Please provide in **Section 2.2 References**.

#### Proposer Response:

Please confirm your understanding by checking Yes or No.

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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### 1.3 Requirements and Specifications

#### SNOW AND ICE REMOVAL SERVICES SPECIFICATIONS

Please initial next to each specification to confirm your organization's understanding of Westwood's requirements (Req#). You may provide additional information by listing the Req# for each specification within the response box that follows this table.

Req#	SNOW AND ICE REMOVAL SERVICES SPECIFICATIONS	Initial
	<b>Conditions Requiring Snow and Ice Removal</b>	
1.3.1	<p>The awarded contractor shall be responsible for:</p> <ol style="list-style-type: none"> <li>1. Commencing snow removal operations whenever one and one half (1.5) inch or more of snow accumulation occurs during the night preceding a regular school day or since the last plowing effort.</li> </ol>	CD
	<ol style="list-style-type: none"> <li>2. Initial snow removal efforts should be directed to <b>Primary areas</b> if the snowfall is late; clear these areas by 7:00 AM of the school day.           <ol style="list-style-type: none"> <li>a. Note: The <b>Primary areas</b> are city sidewalks, building approach walks, entrances, and parking lot entrance drives. <b>Secondary areas</b> are parking lots and playgrounds.</li> </ol> </li> </ol>	CD

	<p>3. Promptly removing snow whenever a two (2) inch accumulation occurs on specified areas on Saturday, Sunday, and/or school holidays.</p> <p>a. Example: A two (2) inch accumulation on Saturday must not be allowed to lie until the following Sunday night.</p>	CD
	<p>4. Clearing day-time accumulations so that the sites are effectively available for evening school activities, community evening school, etc. also, weekend and holiday activities.</p>	CD
	<p>5. Pushing back accumulations on parking lots and widening sidewalk plowing to prevent these areas from being “bottled up” to an extent that a plow is prevented from effectively plowing away subsequent accumulations during lulls in snowfall periods and/or at the request of Westwood Community School District.</p>	CD
	<p>6. Plowing off slush and melting snow on specified areas during thaw periods to prevent hazardous ice conditions.</p>	CD
1.3.2	<p>To ensure snow and ice is removed and salt appropriately applied at all facilities, lot schedules and priority areas will commence in the following sequence:</p> <ul style="list-style-type: none"> <li>a. Robichaud High School &amp; Carlisle Property @ 5:30 AM</li> <li>b. Thorne Elementary School @ 5:30 AM</li> <li>c. Westwood Community School District @ 6:45 AM</li> <li>d. Tomlinson Middle School @ 6:45 AM</li> <li>e. Daly Elementary School @ 6:45 AM</li> <li>f. McNair Property @ 10:00 AM</li> <li>g. Carlyle Property @ 10:00 AM</li> </ul>	CD
<b>Req#</b>	<b>Communications</b>	<b>Initial</b>
1.3.3	<p>The Contractor must:</p> <ul style="list-style-type: none"> <li>1. Only accept telephone calls, defining the need for Contractor’s services, from the designated Westwood Community School District appointee.</li> </ul>	CD
	<ul style="list-style-type: none"> <li>2. Notify Westwood Community School District’s designated appointee when the Contractor intends to commence snow and ice removal operations between 10:00 PM and 6:00 AM, if requested by Westwood Community School District.</li> </ul>	CD

	3. Be available by telephone, either personally or through a designated appointee, during snowfall periods and immediately after a snowfall. A telephone answering service is acceptable only if calls are returned in less than a period of one (1) hour during the hours of 5:00 AM to 8:00 PM.	CD
1.3.4	Salting is to be done on an as-needed-basis; however, salting services are expected (without request from Westwood Community School District’s Superintendent) should there be the forecast for accumulation of snow less than 1.5”, freezing rain or an overnight re-freezing of precipitation.	CD
1.3.5	Westwood Community School District will make two (2) attempts to reach the Contractor by telephone, to notify the Contractor of intent to perform portions of work not satisfactorily performed by the Contractor.	CD
1.3.6	Should there be any questions regarding work to be done, contact Westwood Community School District’s designated appointee.	CD
<b>Req#</b>	<b>Workmanship</b>	<b>Initial</b>
1.3.7	Contractor must stake out meandering sidewalks on the sites that are not well defined, prior to first snowfall to properly define locations and to protect Westwood Community School District’s property.	CD
1.3.8	Snow <b>IS NOT</b> to be piled in the parking lot itself, around light poles, parking lot entrances, sidewalks, crosswalks, or in areas adjacent to parking lot entrances. Snow shall not be pushed from district property into City streets unless it is banked on the side of the street bordering district property.	CD
1.3.9	Operators handling snow removal equipment must be experienced and exercise sound judgment in placing snow where it will not damage shrubbery or obstruct passageways, entrances, cross walks, steps, etc.	CD
1.3.10	All entrances, exits and gated areas will remain free of plowed snow for security and safety reasons. Sight lines to entrances, exits, roadways and parking areas must be maintained as not to impede the safety of traffic to and from the properties. The awarded Contractor is responsible for corrective actions at no cost to Westwood.	CD
1.3.11	Particular attention must be made to keep handicapped access and/or parking and ramp areas clear and ice free.	CD

<p><b>1.3.12</b></p>	<p>All care must be used when spreading ice-melting compounds. Therefore, every employee of the awarded Contractor must be knowledgeable of the sites. In the event that sod, bushes, shrubs, sprinklers and/or curbs are damaged or destroyed by ice-melting compounds or plowing equipment, the awarded Contractor will be charged for the cost of replacement.</p> <p><b><u>The contractor shall submit an inventory of pre-existing conditions to the Maintenance Supervisor prior to the start of the season.</u></b></p> <p><b>Note:</b> The contractor shall be responsible for returning any displaced parking blocks to their original position no later than April 15 of each year.</p>	<p>CD</p>
<p><b>1.3.13</b></p>	<p>The Contractor is not expected to truck snow away from sites when large piles develop from extensive plowing during a heavy snowfall. <u>The Contractor shall push snow back as far as practical to make room for subsequent snow.</u></p>	<p>CD</p>
<p><b>1.3.14</b></p>	<p>The awarded Contractor must provide the Westwood Contact designee with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise. A cellular phone number of each person(s) responsible for managing this Contract for each property must be provided.</p> <p>Awarded Contractor Point of Contact Name: <u>Chris Donald</u>          Phone: <u>734-765-5710</u>          Email: <u>cdonald@teddyslandscape.com</u></p> <p>westwood Point of Contact Designee Name: Teddys          Landscape _____          Phone: <u>734-525-6945</u>          Email: _____</p>	<p>CD</p>
<p><b>1.3.15</b></p>	<p>Absolutely <b>NO</b> portion of the awarded Contract is to be subcontracted to another party without the expressed, written consent of the Westwood Community School District's Superintendent.</p>	<p>CD</p>
<p><b>1.3.16</b></p>	<p>All equipment will be subject to inspection and acceptance by Westwood. The right is reserved to reject at the risk and expense of the Contractor.</p>	<p>CD</p>
<p><b>1.3.17</b></p>	<p>The awarded Contractor must be responsible for providing and for placing appropriate signage, barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, Westwood employees, students and clients, surrounding areas, equipment and vehicles.</p>	<p>CD</p>

1.3.18	The flow of traffic must not be impeded at any time during this contract.	CD
1.3.19	The safety of the awarded Contractor's employees and the public is of utmost concern to Westwood; and the awarded Contractor must take all necessary steps to assure proper safety during the performance of the agreement.	CD
1.3.20	The awarded Contractor's employees must wear the proper personal protection equipment (PPE) at all times. Proposers with a history of safety issues or a high incidence of accidents will not be considered for this agreement.	CD
<b>Req#</b>	<b>Equipment</b>	<b>Initial</b>
1.3.21	Awarded Contractor must have front-loading equipment capable of relocating snow to suitable location.	CD
1.3.22	All removal operations are to be performed using machines manufactured by reputable companies recognized for producing quality equipment.	CD
1.3.23	All equipment will be mechanically sound.	CD
1.3.24	All blades must be properly adjusted for height as not to damage any road, curb and parking areas.	CD
1.3.25	Any manufacturer-installed safety equipment must not be modified, removed or rendered inoperable at any time during this agreement.	CD
1.3.26	Only trained and qualified persons employed by the awarded Contractor to be designated to operate all equipment.	CD
1.3.27	At no time shall an operator of a piece of equipment leave that equipment unoccupied and running.	CD

**Proposer Response:**



### 1.4 Statewide Cooperative Contract

Westwood Community School District is working with the Michigan Association of Counties CoPro+ program on this solicitation. If your proposal meets the minimum qualifications, is responsive and responsible and offers competitive pricing you may be considered and approached to extend a term agreement and pricing to other public entities within the county, the region, and the state, in accordance with Michigan Compiled Laws 124.504. This process is called “piggybacking”; it offers tremendous value to public ordering entities regarding the cost and time to manage an end-to-end purchasing event. This process also offers exceptional value to selected vendors in terms of their company’s resources and time to respond to multiple solicitations from various public entities who have a similar need for their products or services.

All pricing submitted to Westwood Community School District and its participating entities must include a 2% administrative fee to be remitted to CoPro+ by the Contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor’s responsibility to keep all pricing up to date and on file with Westwood Community School District/CoPro+. All price changes must be presented to Westwood Community School District /CoPro+ for acceptance, using the same format as was accepted in the original contract.

#### Proposer Response:

Please confirm your understanding by checking Yes or No.

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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### 1.5 Purchase Orders

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

#### Proposer Response:

Please confirm your understanding by checking Yes or No.

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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### 1.6 Delivery and Acceptance

Proposer must address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.

- All pricing must reflect net 30 payment terms.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.



**1.6.1 Invoicing**

Invoicing must be submitted on the first (1<sup>st</sup>) and (15<sup>th</sup>) of each month. Invoice to include (a) Westwood Purchase Order (PO) number, (b) dates of services, (c) times, and (d) the snowfall in inches. Invoices are to be submitted as an attachment via email to the Westwood Community School District’s Superintendent and [enter Accounting Contact and/or other designated contact(s)]

**Proposer Response:**

Yes

**1.7 Management and Staff**

Proposer must address the following items in their proposal.

- Project Management of the contract.
- Staffing and responsibilities.
- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

**Proposer Response:**

Chris Donald Account Manager

**1.8 Pricing Schedule**

Proposers will provide pricing information on the price sheet (**Attachment A**) that will be utilized when evaluating price competitiveness.

**1.8.1 Bid Pricing**

Proposers have the option to provide high-volume pricing. Proposers who offer high-volume pricing may be evaluated more favorably than those who do not. Proposers should specify this discount option within their cost proposal and at what level.

**1.8.2 Tax Excluded from Price**

(a) Sales Tax: Westwood and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Westwood may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Westwood's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.



**Proposer Response:**

**Include any comments regarding pricing, discounts being offered, and information on other cooperative contracts held by respondent.**

Yes

**1.9 Price Assurance**

The awarded vendor agrees to provide pricing to Westwood and its participating entities that are the lowest pricing available, and the pricing must remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product purchased through Westwood following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Westwood requests equal or better than pricing to be submitted.

**All pricing submitted to Westwood must include a 2% administrative/remittance fee** to be remitted to CoPro+ by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings up to date and on file with Westwood/CoPro+.

**Proposer Response:**

**Please confirm your understanding by checking Yes or No.**

Yes       No

**If "NO" was answered on any item in this RFP, please explain:**

**1.10 Pricing Terms**

Respondents will provide pricing information on the price sheet (**Attachment A**) that will be utilized when evaluating price competitiveness.

**1.10.1 Price Guarantee**

Price Stability Guarantee - For the first twelve months of the Agreement, the vendor must guarantee to provide the services at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

**1.10.2 Bid Pricing**

Bid pricing must reflect Net 30 payment terms.

**Proposer Response:**

**Please respond to both sections. If offering a net discount, please state so in this response box.**

[Empty response box]

## SECTION 2.0 – PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.

The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of this RFP.

2. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each proposer who is awarded a contract must be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Westwood, will be the basis for the Proposer to enter into a contract with Westwood in accordance with the intent of the bid documents.
3. The undersigned acknowledges receipt and acceptance of all addenda.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
  - Contractor's Employment Eligibility
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
  - Assurance Regarding Access to Records and Financial Statements
  - Iran Economic Sanctions Act
  - Certificate of Independent Price Determination
  - Clean Air and Water Certificate
  - Certifications/Disclosure Requirements Related to Lobbying
  - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs
5. The undersigned acknowledges that proposer will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated bid documents.
6. It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of a bid, the proposer certifies that if awarded a contract they will make no claim against Westwood based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Vendors who do business with the Westwood must hold Westwood, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.



8. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Westwood, prior to award, and must include an insurance certificate and additional insured certificate, naming Westwood, which meets the minimum insurance requirements, as stated in the terms and conditions.



2.1 Company Profile

Company Profile	
Official Name of Proposer:	Teddy's Lawn And Landscape
Street Address:	12725 Levan Road
City:	Livonia
State:MI	
Zip Code:	48150
Website:	Teddyslandscape.com
Primary Contact Name:	Chris Donald
Primary Contact Phone Number:	734-765-5701
Primary Contact Email Address:	cdonald@teddyslandscape.com
Dun & Bradstreet (D&B) Number (if applicable):	
Has your company been debarred by the Federal and/or State Government? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?NO</i>	
Have you ever been in bankruptcy or in reorganization proceedings?NO	
Brief history of your company, including the year it was established: Been providing Lawn, Landscape and snow services for 30 Years	
Signature:	
Name and Title of Signer:	Chris Donald Account Manager
Date:	7/2/2024



**2.2 References**

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past three (3) years. Please identify any experience relevant to the services you propose to provide through this RFP within the Description of Services:

**REFERENCE 1**

Entity Name: Isuzu	
Contact Name: Kevin O'Donohue	Title: Facilities
City: Plymouth	State: MI
Phone Number: 734-536-3261	Years Served: 9
Description of Services: Ground Maintenance	
Annual Volume: \$150,000.00	

**REFERENCE 2**

Entity Name: Westwood Schools	
Contact Name: Patrick Anderson	Title: Facilities
City: Dearborn	State: MI
Phone Number: 313-268-4447	Years Served: 12 Years
Description of Services: Lawn Maintenance and Snow Removal	
Annual Volume: \$148,000.00	

**REFERENCE 3**

Entity Name: Northville Park Place Mall	Island Group
Contact Name: Joe Cima	Title: Facilities
City: Northville	State: MI
Phone Number: 630-586-6101	Years Served: 12
Description of Services: Lawn Maintenance and snow Plowing	
Annual Volume:\$165,000.00	



**2.3 Assurances and Certifications**

**CONTRACTOR'S EMPLOYMENT ELIGIBILITY**

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws. Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The vendor complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor must comply with governing board policy of the Westwood Participating entities in which work is being performed.

Chris Donald  
Printed Name of Respondent

  
Signature of Respondent

Teddy's Lawn and Landscape  
Company Name

7/2/2024  
Date of Signature



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor must attach an explanation to this proposal.

**Certification Regarding Nondiscrimination Under Federally and State Assisted Programs**

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

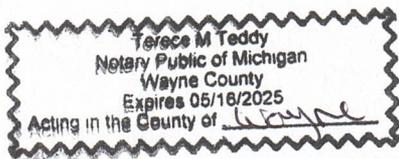
**Assurance Regarding Access to Records and Financial Statements**

The applicant hereby assures that it will provide the pass-through entity, i.e., the Westwood Community School District, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F and Compliance Supplement for the U.S. Department of Education.

**Iran Economic Sanctions Act**

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Westwood as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	
Date:	5/16/2024



Notary	
State of	Michigan
County of	Wayne
Sworn to and subscribed before me, a notary public in and for the above state and county, on this 2nd day of July, 2024.	
Notary Public	Terese M Teddy
My commission expires:	5/16/2025



**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

- (A) By submission of this offer, the offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:
  - (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
  
- (B) Each person signing this offer on behalf of the manufacturer or processor certifies that:
  - (1) He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) He or she is not the person in other offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this manufacturer or processor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_Chris Donald\_\_\_\_  
Company’s Authorized Representative / Position Title

  
\_\_\_\_\_  
Signature of Company Representation

\_\_\_\_Teddy’s Landscape\_\_\_\_  
Company Name

\_\_\_\_7/2/2024\_\_\_\_  
Date of Signature



## **CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING**

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, and imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance. If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan; You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).



**CERTIFICATION REGARDING LOBBYING CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

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

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

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

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

Chris Donald Account Manager

\_\_\_\_\_  
Company's Authorized Representative / Position Title

\_\_\_\_\_  
Signature of Company Representation

Teddy's Lawn & Snow

\_\_\_\_\_  
Company Name

7/25/2024

\_\_\_\_\_  
Date of Signature



## SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains a description of activities as well as instructions to proposers on how to prepare and submit their proposal:

### 3.1 Westwood Community School District Responsibility

Westwood is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

### 3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Westwood Community School District's Superintendent/Purchasing agent designee's sole judgment and his/her judgment shall be final.

### 3.3 Proposers Questions

**Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by no later than the date identified on the cover page of this RFP.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions please specify the RFP section and paragraph number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. Westwood reserves the right to group similar questions when providing answers. Questions must be addressed to:

**E-mail address:** [shaw@maacservecorp.com](mailto:shaw@maacservecorp.com)

Westwood may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.

### 3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 120 days from the due date for responses to this RFP.

The Proposer will be responsible for completing and submitting the following sections of this RFP:

**Section 1.0 – Bid Responses to Scope of Work and Pricing** - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the number of words for proposer's responses.

**Section 2.0 – Proposer Information and Acceptance** – The Proposer will be required to complete the information in this section and provide required signatures and notarization.



**Attachment A – Pricing Schedule** – The Proposer will be required to complete the tables that make up the pricing schedule.

### 3.5 Bid Submission Deadline

See Cover Page for the Bid Submission Deadline (the "Due Date").

- A. Submit an electronic version of your Bid to [shaw@macservecorp.com](mailto:shaw@macservecorp.com) not later than the **Due Date and Time** identified on the cover page. Westwood has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Westwood not when the e-mail was sent. Proposals will not be accepted via U.S. mail or any other delivery method.
- B. VENDORS ARE RESPONSIBLE FOR ENSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF THE PROPOSAL SUBMISSION EMAIL: "RFP-WEST-05-2024-2025-06" with *Company Name*, and "message 1 of 3" as appropriate if the proposal consists of multiple emails. *Note: All e-mails from a Proposer must be received by Westwood by the stated time and date in order for the proposals to be deemed submitted on time.*

### 3.6 Adherence to Mandatory Requirements (Pass/Fail)

Westwood or designee shall review Section 2.2 Proposer Information and determine if the Proposer meets the minimum mandatory requirements as outlined in this RFP.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Westwood may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### 3.7 Evaluation Process

All proposals will be reviewed for compliance with the minimum mandatory requirements stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration.

- A. Westwood may contact the Proposer for clarification of the Proposer's Bid.
- B. Westwood may use other sources of information to perform the evaluation.
- C. Westwood may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is most advantageous, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective vendor has been selected, Westwood and the prospective vendor(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Westwood may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal.

### 3.8 Evaluation Criteria

### 3.8.1 Technical Evaluation Criteria

	<b>Technical Evaluation Criteria</b>	<b>Points</b>
1.	<b>Requirements/Services</b> – Including but not limited to the following: adherence to specifications/requirements.	50
2	<b>References</b> – Section 2.2 (Minimum Mandatory Requirements) Vendors should demonstrate their experience, technical competence in snow and ice removal and past performance.	35
3	<b>Terms and Conditions</b> – Adherence to Terms and Conditions	15
	<b>Total Points Possible</b>	<b>100</b>

Award shall be made to the most responsible Vendor whose proposal is determined to be best value to Westwood taking into consideration the above Evaluation Criteria set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between Westwood and the Vendor.

In determining the best value, Westwood will review and consider the technical evaluation criteria and pricing. Proposals receiving **80** or more technical evaluation points (see table above) will have pricing evaluated and considered for award.

### 3.9 Optional Tools to Enhance Evaluation Process

Westwood during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Westwood.

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

### 3.10 Westwood Option to Reject Proposals

Westwood may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. Westwood shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Westwood reserves the right to waive inconsequential disparities in a submitted proposal.

### 3.11 Freedom of Information Act

This contract and all information submitted to Westwood by the Contractor and Proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.



Westwood shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless Westwood for any liability arising from or in connection with Westwood's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

### **3.12 Contacts with Westwood Personnel**

All contact with Westwood regarding this RFP or any other matter relating thereto must be emailed as follows:

Email address: [shaw@maeservecorp.com](mailto:shaw@maeservecorp.com)

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Westwood personnel other than the Procurement Contact, Westwood, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Westwood in writing will be binding with respect to this RFP.

### **3.13 Final Agreement Award Determination**

Westwood reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Westwood.

### **3.14 Cancellation of Invitations for Bids or Requests for Proposals**

An IFB, a RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.



## Attachment A – Pricing Schedule

<b>Westwood Community School District (by 6:45 am) 3335 S Beech Daly Road, Dearborn Heights MI 48125</b>	<b>Winter Yr. 24-25</b>	<b>Winter Yr. 25-26</b>	<b>Winter Yr. 26-27</b>
Price per push 1.5 – 4 inches	\$200.00	\$245.00	\$255.00
Price per push over 4 inches	\$400.00	\$425.00	\$430.00
Price per application of salt on parking lots, driveways, entrances and exits, loading dock-area and sidewalks	\$180.00	\$210.00	\$215.00
Price per partial application of salt (occupied parking lot)	\$175.00	\$200.00	200.00
Snow relocation per hours	\$180.00	\$200.00	\$200.00
<b>Additional Proposed Services (if any) add rows:</b>			

<b>Robichaud High School (by 5:30 am) 3601 Janet Street, Dearborn Heights MI 48125</b>	<b>Winter Yr. 24-25</b>	<b>Winter Yr. 25-26</b>	<b>Winter Yr. 26-27</b>
Price per push 1.5 – 4 inches	\$600.00	\$655.00	\$721.00
Price per push over 4 inches	\$825.00	\$860.00	\$945.00
Price per application of salt on parking lots, driveways, entrances and exits, loading dock-area and sidewalks	\$525.00	\$550.00	\$575.00
Price per partial application of salt (occupied parking lot)	\$500.00	\$520.00	\$575.00
Snow relocation per hours	\$180.00	\$200.00	\$200.00
<b>Additional Proposed Services (if any) add rows:</b>			



**Attachment A – Pricing Schedule (cont'd)**

<b>Tomlinson Middle School (by 6:45 am) 25912 Annapolis Street, Inkster MI 48141</b>	<b>Winter Yr. 24-25</b>	<b>Winter Yr. 25-26</b>	<b>Winter Yr. 26-27</b>
Price per push 1.5 – 4 inches	\$250.00	\$290.00	\$300.00
Price per push over 4 inches	\$400.00	\$420.00	\$440.00
Price per application of salt on parking lots, driveways, entrances and exits, loading dock-area and sidewalks	\$180.00	\$200.00	\$215.00
Price per partial application of salt (occupied parking lot)	\$175.00	\$185.00	\$200.00
Snow relocation per hours	\$180.00	\$200.00	\$200.00
<b>Additional Proposed Services (if any) add rows:</b>			

<b>Daly School (by 6:45 am) 25824 Michigan Avenue, Inkster MI 48141</b>	<b>Winter Yr. 24-25</b>	<b>Winter Yr. 25-26</b>	<b>Winter Yr. 26-27</b>
Price per push 1.5 – 4 inches	\$260.00	\$285.00	\$300.00
Price per push over 4 inches	\$400.00	\$430.00	\$440.00
Price per application of salt on parking lots, driveways, entrances and exits, loading dock-area and sidewalks	\$200.00	\$220.00	\$230.00
Price per partial application of salt (occupied parking lot)	\$185.00	\$200.00	\$230.00
Snow relocation per hours	\$185.00	\$200.00	\$200.00
<b>Additional Proposed Services (if any) add rows:</b>			



**Attachment A – Pricing Schedule (cont'd)**

<b>Thorne Elementary School (by 5:30 am) 25251 Annapolis, Dearborn Heights MI 48125</b>	<b>Winter Yr. 24-25</b>	<b>Winter Yr. 25-26</b>	<b>Winter Yr. 26-27</b>
Price per push 1.5 – 4 inches	\$575.00	\$610.00	\$635.00
Price per push over 4 inches	\$950.00	\$1,000.00	\$1,175.00
Price per application of salt on parking lots, driveways, entrances and exits, loading dock-area and sidewalks	\$430.00	\$460.00	\$475.00
Price per partial application of salt (occupied parking lot)	\$420.00	\$450.00	\$450.00
Snow relocation per hours	\$180.00	\$200.00	\$200.00
<b>Additional Proposed Services (if any) add rows:</b>			

<b>McNair Property (by 10:00 am)</b>	<b>Winter Yr. 24-25</b>	<b>Winter Yr. 25-26</b>	<b>Winter Yr. 26-27</b>
Price per push 1.5 – 4 inches	\$100.00	\$120.00	\$130.00
Price per push over 4 inches	\$200.00	\$235.00	\$250.00
Price per application of salt on parking lots, driveways, entrances and exits, loading dock-area and sidewalks	\$120.00	\$140.00	\$150.00
Price per partial application of salt (occupied parking lot)	\$120.00	\$130.00	\$140.00
Snow relocation per hours	\$180.00	\$200.00	\$200.00
<b>Additional Proposed Services (if any) add rows:</b>			



### Attachment A – Pricing Schedule (cont'd)

<b>Carlyle Property (by 10:00 am)</b>	<b>Winter Yr. 24-25</b>	<b>Winter Yr. 25-26</b>	<b>Winter Yr. 26-27</b>
Price per push 1.5 – 4 inches	\$15.00	\$18.00	\$25.00
Price per push over 4 inches	\$30.00	\$35.00	\$45.00
Price per application of salt on parking lots, driveways, entrances and exits, loading dock-area and sidewalks	\$30.00	\$35.00	\$45.00
Price per partial application of salt (occupied parking lot)	\$28.00	\$30.00	\$40.00
Snow relocation per hours	\$180.00	\$200.00	\$200.00
<b>Additional Proposed Services (if any) add rows:</b>			