



**REQUEST FOR PROPOSALS
for
Snow Haul Trucking Services**

August 26, 2019

Issued By:

City of Fargo Public Works Department
402 23rd Street N.
Fargo, ND 58102
(701) 241-1453 (Phone)
(701) 241-8100 (Fax)



The City of Fargo Public Works is issuing a Request for Proposal (RFP) for contractor assistance for the purpose of Hauling Snow.

Contractor will deliver one (1) original RFP to the following Address:

City of Fargo Auditors Office
Snow Haul Trucking Services
225 4th Street N.
Fargo, ND 58102

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

Proposal Due Date and Time

2:00 p.m. Tuesday, September 10, 2019

Proposals received after the above cited date and time will be considered late and are not acceptable.

- Please make sure the envelope or package is marked:
“TRUCKING SERVICES for SNOW HAULING RFP”
- Please make sure to use the included Proposal Sheet
- Any questions regarding this RFP contact Matt Andvik at (701) 241-1453.

Thank you for your interest.

I. PURPOSE OF PROPOSAL

The city is seeking contractor assistance to provide trucking services for hauling snow. Contractor must have a minimum inventory of four (4) quad, tri axle or side dump/trailer trucks that are fully operational to meet the minimum requirements of this RFP.

II. PROPOSAL TERMS:

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, contractors' qualifications and capabilities to provide the specified service. The city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the city's specifications and needs.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP an addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposal and amended proposal must be at the City of Fargo Auditors Office on or before the date and time specified.

The prices stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened to the mutually agreed end date of contract.

III. SCOPE OF SERVICES

During the course of the winter season, the Public Works Department requires snow hauling assistance from private contractors to supplement the city's snow hauling operations within the downtown. The City intends to sign contracts for at least eighteen (18) trucks for snow hauling purposes during the 2019/2020 winter season.

Contractors who undertake the work will be required to perform services pursuant to the terms described in this Request for Proposal (RFP). The City of Fargo shall retain the right to remove any Contractor if Contractor fails to meet and maintain the terms described in this RFP or fails to perform work in a workman-like manner within the demands and time constraints established by the City for the service.

Term of Contract: The initial term of this contract shall be for one (1) year commencing on November 1, 2019 and expiring October 1, 2020. The term of this agreement may be extended for one-year periods for a maximum of two (2) additional years, if approved and accepted in writing by both the contractor and the city prior to September 30th of the appropriate year. Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for

the city to exercise a n option year. The awarded contractor or city may submit a written notification requesting to exercise the extension by no later than September 15th of the appropriate year. The initial agreement places no obligation on the City to renew beyond the initial term of the contract.

Rates: Contractor agrees that rates as set forth in the bid will remain in effect through October 1st, 2020.

Invoice: Contractor shall invoice the City within 30 days of a completed service. The City shall make payment within 30 days of receipt of invoice.

IV. PROCEDURE

Submittal Requirements: Contractors must complete the Proposal Form keeping in mind the following:

1. Rates per Unit per Hour quoted on the proposal shall be valid until October 1st, 2020. Unit hourly pricing must be inclusive; that is, cost of equipment, all labor costs, overhead, etc. Unit refers to each piece of equipment with operator(s).
2. Please include with your proposal a list of equipment (size, count, etc.) that are available and will be used for the City's snow hauling operations.

V. GENERAL REQUIREMENTS

1. All tucks must be capable of carrying a minimum of 11 CY of snow per load.
2. Contractor must ensure that all trucks used must be properly registered and inspected. The City reserves the right to verify this information.
3. Trucks used for snow hauling shall have clean, end/side-dump boxes with no snow staying in the box when unloaded. If truck does have condition in which snow remains, city personnel will remove the truck from operation and billable time will stop upon notification to driver. Truck will not be allowed to return until snow condition is corrected and visually inspected by city personnel.
4. All drivers must be properly licensed operators. Contractor is responsible for updating operator information as necessary. The City reserves the right to verify this information.
5. Contractor must provide contact information for designated representative for truck scheduling. The inability to make contact with Contractor within a reasonable amount of time is cause for the City to use other Contractors.
6. The City shall have no obligation to engage the services of the Contractor for a specified number of times.
7. Contractor shall be knowledgeable and comply with all federal, state, and local laws, rules, regulations and ordinances that may be applicable to the operation of the equipment provided by Contractor for snow removal trucking services.
8. This contract is binding on the city and the contractor, their successors and assigns. Neither the city nor the contractor will assign or transfer its interest in this contract without the written consent of the other.
9. Termination without cause. Either party may terminate the contract by giving ten (10) days written notice to the other party.

10. The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.
11. The contractor will comply with all federal, state, and local laws and regulations. All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the contractor must reference the project sponsorship by the city.

VI. PAYMENT

Payment will be based on the following items:

1. The hourly rate bid for each truck.
2. Time for payment will commence at the specified time the truck has been told to report, provided the truck is at the reporting location on time.
3. The time for payment will terminate when the City releases the truck.
4. Payment will be computed to the nearest one-half (1/2) hour.
5. **ABSOLUTELY NO PAYMENT WILL BE MADE FOR TIME LOST DUE TO TRUCK BREAKDOWNS, MAINTENANCE OR REPAIRS, LUNCH OR DINNER PERIODS OR ANY OTHER REASONS THAT TAKE THE TRUCK OUT OF SERVICE.**
6. **LUNCH OR DINNER PERIODS:** It is expected that operators be given rest periods and time to eat. Any billing for more than eight (8) hours in one day will have thirty (30) minutes deducted for a lunch period.
For example: if the operator works from 8:00AM to 8:00PM, a period of 12 hours, the amount billed and to be paid shall be 11 ½ hours.
7. Payment will be made to the contractor within thirty (30) days after the City of Fargo receives the invoice from the contractor and verifies that the invoice is correct.
8. The bill or invoice sent to the City of Fargo shall show the dates and hours for each truck.

VII. SEASONAL MINIMUM COMPENSATION AMOUNT

The contractor is guaranteed to be paid no less than **\$2,500** per truck contracted for each snow season, provided the contractor has performed in accordance with all the provisions of this RFP throughout the entire snow season ("Minimum Compensation Amount").

The Minimum Compensation Amount per snow season for each year of the contract will be computed by multiplying the number of trucks contracted each snow season by a fee of **\$2,500** per truck.

Example Six (6) trucks provided for the 2019/2020 snow season:
6 Trucks x \$2,500 = \$15,000 Seasonal Minimum Compensation Amount.

At the end of each snow season, after all contractor invoices have been submitted, the sum of all money paid to the contractor will be totaled. If the total dollar amount paid to the contractor for that snow season equals less than the Minimum Compensation Amount, The city will pay the contractor the difference between the amount paid during the snow season and the Minimum Compensation Amount. If the contractor has already been paid the amount of the Minimum Compensation Amount or more for the snow season, it will not be entitled to any additional payment. Any contractor who is called upon and does not respond will not be eligible for the Seasonal Minimum Compensation Amount. Eligible yearly Seasonal Minimum Compensation Amounts due or portions thereof shall be determined by city at the end of the snow season and the contractor shall submit an invoice after April 30 but before June 1, for payment.

NOTE: If the contractor's contract has been terminated prior to the end of the snow season, it will not be paid any Seasonal Minimum Compensation Amount.

VIII. INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract whether such operation by themselves or by anyone directly or indirectly employed by them.

Prior to entering into a contractual agreement, the contractor shall furnish certificates of the following insurance to the City of Fargo, Public Works Department:

1. Workers' Compensation
2. Public Liability in the amount of \$1,000,000 per person.
\$500,000 per accident and property damage in the amount of \$300,000 per accident. All such liability insurance shall apply to liability assured under these specifications.
The City of Fargo shall be named as an additional insured to the extent of the operations under this contract.

The certification of insurance shall be on file with the Public Works Department prior to any work being performed. Failure to maintain insurance during this contract period will result in contract forfeiture and will not be paid any Seasonal Minimum Compensation Amount.

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

Indemnification:

The contractor shall indemnify and hold harmless the City, its officers and employees, from all damages, claims, suits and actions of any description, for or resulting from injuries or damages received or sustained by any party or parties, arising out of any act, of said contractor, or his agents, in the execution of work under the contract.

IX. NEGOTIATION

After evaluating proposals, the city may enter into negotiations with one contractor or multiple contractors. The primary purpose of negotiations is to maximize the City's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one contractor or multiple contractors. Negotiations will be structured to safeguard information and ensure that all bidders are treated fairly.

SIGNATURE SHEET

Signature

Contractor Name

Print Name

Contractor Address

Title
Code

City, State Zip

Telephone Number

Fax Number

Federal Tax ID Number

URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 60 days.