REQUEST FOR PROPOSALS
for
SIDEWALK SNOW AND ICE REMOVAL SERVICES
Code Enforcement

August 13, 2018

Issued By:

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

City of Fargo Public Works is issuing a Request for
Proposal (RFP) for contractor assistance in performing sidewalk snow and ice removal in association with City Ordinance Code Enforcement

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

City of Fargo Auditors Office
RFP Sidewalk Snow & Ice Removal Services
Code Enforcement
200 3rd 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. Thursday, August 30, 2018

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:
  "**SIDEWALK SNOW AND ICE REMOVAL SERVICES RFP"**
  Code Enforcement

- Please direct questions regarding this RFP to Ben Dow at (701) 241-1453.

Thank you for your interest.

I. PURPOSE OF PROPOSAL

The city is seeking contractors to work with Public Works to clear private sidewalks that have been inspected by Street Department staff and found to be in violation of City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

18-0301. - Removal of snow and ice from sidewalks.
The owner or occupant of any building or grounds within the city fronting upon or adjoining any street, when a sidewalk exists, shall clear the sidewalk in front of or adjoining such building and grounds or unoccupied lot or building, as the case may be, of snow and ice to the width of such sidewalk on or before nine o'clock p.m.

If the owner or occupant shall refuse or fail to remove such snow and ice by nine o'clock p.m. of each day and cause the sidewalk to be kept clear of snow and ice, the director of public works may remove, or cause to be removed, all snow and ice from the sidewalks along or in front of any buildings, grounds or premises, and the necessary costs and expenses of such removal of snow and ice by the director of public works shall be chargeable and assessed against, and shall be a lien upon such premises.

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. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

A. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.

A. Current list of equipment under company ownership. Include equipment type, equipment year and quantity owned.

B. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed by the person signing the proposal.

IV. SCOPE OF SERVICES

This RFP is for sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk". The term of this contract shall run from November 15th through April 15th. The contractor will be required to perform the sidewalk snow and ice removal services as set forth in this section.

A. Snow and Ice Removal Services

1. Location of Sidewalks
   Contractors will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

2. Sidewalk Inspection
   Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee to be established between contractor and Director of Public Works.

3. Removal of Snowfall
   Contractors will remove all snowfall accumulation from assigned sidewalks. Contractors will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractors will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

4. Icy Conditions
   If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications.

5. Timeframe
   Contractors will be required to complete the snow and ice management services of assigned sidewalks within 24 hours of notification from Street Department staff.

6. Photographs
   Contractors will be required to submit ***before and after,*** time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

7. Obstructions
   Contractors will not be responsible for snow and ice management of areas that are obstructed and unable to be cleared of snow and ice. Contractors will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires a Contractor to make additional visits to complete the snow and ice management services, additional fees may be billed and paid on a case by case basis. For complete payment time stamped photographs may be required to prove obstructions exist.

8. Safety
   All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

B. Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

V. STANDARD PROVISIONS FOR CONTRACTS

A. Reporting of Contractor

The contractor will work closely with Street Department Staff and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

All reports, estimates, memoranda and documents submitted by the contractor must be dated and bear the contractor's name. All reports made in connection with these services are subject to review and final approval by city.

The city reserves the right to inspect the contractor's activities during the term of this contract.

B. Personnel

The contractor will provide the required services personally and will not subcontract or assign services without the city's written approval.

The contractor will not hire any city employee for any of the required services without the city's written approval.

C. Indemnification Agreement

The contractor will protect, defend and indemnify the city, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the city in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor.

D. Insurance Requirements

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.

E. Compliance with Laws and Regulations

The contractor will comply with all federal, state, and local laws and regulations.

F. Interest of Contractor

The contractor promises that it has no interest which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the city, or member of its governing bodies, may participate in any decision relating to this contract which effects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

G. Contingent Fees

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent

upon or resulting from the award or making of this contract. For breach of this promise, the city may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

H. Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

I. Ownership of Documents and Publications

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.

J. Assigns & Successors

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.

K. Termination of Contract

Termination without cause. Either party may terminate the contract by giving ten (10) days written notice to the other party.

L. Payroll Taxes

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.

M. Practice and Ethics

The parties will conform to the code of ethics of their respective national professional associations.

N. Changes in Scope or Schedule of Services

Changes due to the sale or the purchase of properties will be incorporated into this contract by written amendment.

O. Extent of Contract

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VI. TERMS AND CONDITIONS

A. Award

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, the contractors' qualifications and capabilities to provide the specified service.

The city does not intend to award a contract fully on the basis of response made to the proposal; 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 best to meet the city's specification and needs.

C. Term of Contract

The initial term of this contract shall be for three (3) years commencing on November 15, 2018 and expiring April 15, 2021. 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 an 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.

D. Evaluation Criteria

The proposal submitted and received by CITY will be evaluated and ranked according to the following criteria:

1. Previous Work Experience – 35%
2. Available Equipment Inventory – 35%
3. Price – 30%

BID SHEETS

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	**$**
Skid Steer Front Loader with Snow Blower and Operator	**S**
Toolcat Utility Machine with Bucket and Operator	**S**
Toolcat Utility Machine with Snow Blower and Operator	**S**
Walk Behind Snow Blower and Operator	**S**
Laborer	**S**

Ice Removal Product Cost *(price should include product and cost to apply)*

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	**$**

SIGNATURE SHEET

Signature	Company Name
Print Name	Company Address
Title	City, State Zip Code
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.