



REQUEST FOR PROPOSALS
for
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CITY OWNED PROPERTIES

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 in performing sidewalk snow and ice removal in association with city owned properties.

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

City of Fargo Auditors Office
RFP Sidewalk Snow and Ice Removal Services
City Owned Properties
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:
"SIDWALK SNOW AND ICE REMOVAL SERVICES RFP"
CITY OWNED PROPERTIES
- Please make sure to use the included Proposal Sheet
- Any questions regarding this RFP contact Matt Andvik at (701) 476-6606.

Thank you for your interest.

I. PURPOSE OF PROPOSAL

The city is seeking contractor assistance to perform sidewalk snow and ice removal at city owned properties throughout the city.

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.
- B. Current list of equipment under company ownership. Include equipment type, equipment year and quantity owned.
- C. 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 city owned properties 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. It will be up to the individual contractor's discretion to perform the services as weather conditions warrant and transportation conditions permit.

A. Snow and Ice Management Services

1. Location of Sidewalks

A complete list of addresses has been provided on the proposal sheet at the end of this RFP. Contractors are encouraged to inspect each property before bidding to familiarize themselves with all properties.

2. 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. Contractors will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

3. Icy Conditions

Contractors shall treat icy conditions using appropriate and industry standard chemical applications as necessary.

4. Timeframe

Contractors will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301**.

5. Obstructions

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

6. Safety

All snow and ice management 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 Public Works Services Manager of any property damage that occurs as a result of the snow and ice removal process. Notification will be within 48 hours of Public Works Services Manager becoming aware of such property damage. Property damage includes damage to homeowner turf and lawn as a result of snow and ice management services. The 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 the Public Works Services Manager 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 the 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 contractor's 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 one (1) year commencing on November 15, 2019 and expiring April 15, 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 August 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 July 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 – 25%
2. Available Equipment Inventory – 25%
3. Price – 50%

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.

2019-2020 Contracted Sidewalks

	Location	Snow Removal \$ Amount	Chemical Application \$ Amount
1	4477 Riverwood Drive North		
2	2921 2 St N		
3	2922 2 St N		
4	2925 2 St N		
5	2926 2 St N		
6	160 N Woodcrest Dr N		
7	166 N Woodcrest Dr N		
8	101 Woodland Dr N		
9	97 Woodland Dr N		
10	93 Woodland Dr N		
11	89 Woodland Dr N		
12	85 Woodland Dr N		
13	81 Woodland Dr N		
14	75 Woodland Dr N		
15	69 Woodland Dr N		
16	63 Woodland Dr N		
17	55 Woodland Dr N		
18	51 Woodland Dr N		
19	45 Woodland Dr N		
20	41 Woodland Dr N		
21	37 Woodland Dr N		
22	31 Woodland Dr N		
23	25 Woodland Dr N		
24	19 Woodland Dr N		
25	15 Woodland Dr N		
26	7 Woodland Dr N		
27	1625 Elm St		
28	1619 Elm St		
29	1613 Elm St		
30	1607 Elm St		
31	1601 Elm St		
32	1519 Elm St		
33	1501 Elm St		
34	1455 Elm St		

35	1318 Elm St		
36	1314 Elm St		
37	1313 Elm St		
38	1341 Oak St		
39	1333 Oak St		
40	16 N Terrace		
41	18 N Terrace		
42	24 N Terrace		
43	26 N Terrace		
44	40 N Terrace		
45	42 N Terrace		
46	44 N Terrace		
47	46 N Terrace		
48	60 N Terrace		
49	62 N Terrace		
50	64 N Terrace		
51	66 N Terrace		
52	68 N Terrace		
53	70 N Terrace		
54	135 S Terrace		
55	129 S Terrace		
56	125 S Terrace		
57	99 S Terrace		
58	95 S Terrace		
59	93 S Terrace		
60	87 S Terrace		
61	8 S Terrace		
62	79 S Terrace		
63	63 S Terrace		
64	53 S Terrace		
65	49 S Terrace		
66	45 S Terrace		
67	41 S Terrace		
68	37 S Terrace		
69	33 S Terrace		
70	31 S Terrace		
71	27 S Terrace		
72	23 S Terrace		
73	17 S Terrace		

74	1114 4 St S		
75	1118 4 St S		
76	1124 4 St S		
77	1348 S. River Rd		
78	1408 S. River Rd		
79	1414 S. River Rd		
80	1430 S. River Rd		
81	1436 S. River Rd		
82	1442 S. River Rd		
83	1450 S. River Rd		
84	1454 S. River Rd		
85	801 Harwood Dr S		
86	701 Harwood Dr S		
87	619 Harwood Dr S		
88	601 Harwood Dr S		
89	517 Harwood Dr S		
90	509 Harwood Dr S		
91	502 Harwood Dr S		
92	501 Harwood Dr S		
93	437 Harwood Dr S		
94	520 Hackberry Dr S		
95	610 Hackberry Dr S		
96	618 Hackberry Dr S		
97	626 Hackberry Dr S		
98	702 Hackberry Dr S		
99	720 Hackberry Dr S		
100	802 Hackberry Dr S		
101	3702 River Drive S		
102	3714 River Drive S		
103	3720 River Drive S		
104	3726 River Drive S		
105	3732 River Drive S		
106	3738 River Drive S		
107	3802 River Drive S		
108	3808 River Drive S		
109	3820 River Drive S		
110	3830 River Drive S		

111	3832 River Drive S		
112	3838 River Drive S		
113	3902 River Drive S		
114	3914 River Drive S		
115	3920 River Drive S		
116	3926 River Drive S		
117	2130 Sterling Rose Ln S		
118	4497 Oakcreek Dr S		
119	4493 Oakcreek Dr S		
120	4489 Oakcreek Dr S		
121	4485 Oakcreek Dr S		
122	4481 Oakcreek Dr S		
123	4477 Oakcreek Dr S		
124	4473 Oakcreek Dr S		
125	4469 Oakcreek Dr S		
126	4465 Oakcreek Dr S		
127	4461 Oakcreek Dr S		
128	4457 Oakcreek Dr S		
129	4453 Oakcreek Dr S		
130	4733 Douglas Dr S		
131	4741 Douglas Dr S		
132	4749 Douglas Dr S		
133	4003 Copperfield Ct S		
134	4009 Copperfield Ct S		
135	4015 Copperfield Ct S		
136	4021 Copperfield Ct S		
137	4027 Copperfield Ct S		
138	4033Copperfield Ct S		
139	3227 39 Ave S		
140	3233 39 Ave S		
141	3301 39 Ave S		
142	3305 39 Ave S		
143	3309 39 Ave S		
144	3311 39 Ave S		
145	3315 39 Ave S		
146	3321 39 Ave S		

147	3333 39 Ave S		
148	3339 39 Ave S		
149	3347 39 Ave S		
150	3355 39 Ave S		
151	3361 39 Ave S		
152	3365 39 Ave S		
153	3369 39 Ave S		
154	3373 39 Ave S		
155	3401 39 Ave S		
156	3405 39 Ave S		
157	3409 39 Ave S		
158	3415 39 Ave S		
159	3419 39 Ave S		
160	3423 39 Ave S		
161	3427 39 Ave S		
162	3590 47 Ave S		
163	3591 47 Ave S		
164	1703 49 St S		
165	1705 52 St S		
166	7005 University Dr S		
167	3715 10th ST N		
168	35th Ave NE & Elm St		
169	955 32nd Ave N		
170	15th St N & Dakota Drive		
171	14th St N & 7th Ave		
172	1112,1102 7th Ave N		
173	1603 3rd Ave N		
174	34th St N & 7th Ave		
175	2101,2105 6th Ave S		

176	9th Ave S & 21st St		
177	University Drive 14th Ave to 15 1/2 Ave S		
178	17th Ave S & 32nd ST		
179	1837 35th ST S		
180	4755 16th Ave S		
181	32nd ST S & 37th Ave S		
182	37th Ave S & Dorothea Ct		
183	44th Ave S, 45th ST to 53rd Ave		
184	4610 53rd ST S		
185	42nd ST S , 47th to 49th Ave S		
186	4570 47th ST S		
187	4120 41st St S		
188	2959 32nd ST S, 2922 33rd ST S		
189	28th Ave & Parkview Lane		
190	2631 Parkview Dr, 2696 Wheatland Drive S		
191	26th Ave S & 33rd St S		