



REQUEST FOR PROPOSALS
for
RESIDENTIAL SNOW AND ICE REMOVAL SERVICES
Snow Removal Assistance Program

Date Issued: September 22, 2023

Issued By:

City of Fargo Planning Department
225 4th Street N
Fargo, ND 58102
(701) 241-1474 (Phone)
(701) 241-1526 (Fax)



The City of Fargo Planning is issuing a Request for Proposal (RFP) for contractor assistance in performing sidewalk and driveway snow and ice removal for residential properties enrolled in the City's Snow Removal Assistance Program.

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

City of Fargo Auditors Office
225 4th Street N.
Fargo, ND 58102

Please make sure the envelope or package is marked: **"RESIDENTIAL SNOW AND ICE REMOVAL SERVICES RFP – PLANNING DEPARTMENT"**

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, October 12, 2023

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

Please direct questions regarding this RFP to Catlyn Christie at (701) 476-4141 or CChristie@FargoND.gov.

Thank you for your interest.

I. PURPOSE OF PROPOSAL

The City is seeking contractor assistance to perform snow and ice removal for sidewalks, driveways and entryways of households enrolled in the City's Snow Removal Assistance Program.

The Snow Removal Assistance Program is a referral-based service for senior and/or disabled residents who reach a service need threshold related to physical and financial barriers. The purpose of this program is to improve life safety and emergency service access for Fargo citizens who may be homebound and otherwise at risk of not having access to medical care and personal services. In recent years, approximately 50 households within the City of Fargo have qualified for this service.

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 previous work experience, price, and capacity to provide quality 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. A fully completed price proposal table – interested contractors should request a list of addresses for their price proposal table to CChristie@FargoND.gov. This list is not being made public to protect the personal information of participating residents. This list is subject to slight changes throughout the season.
- B. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- C. Current staffing capacity and list of equipment under company control (include equipment type, equipment year and quantity owned)

- D. Ice removal product to be used and manufacturer specification sheet.
- E. A fully executed proposal signature sheet

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 enrolled in the City's Snow Removal Assistance Program (non-code enforcement). 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 Properties

A preliminary list of addresses will be provided upon request per III(A)(1). Contractors are encouraged to inspect properties before bidding to familiarize themselves with all.

2. Removal of Snow and Ice

Contractor shall provide all labor, tools, and equipment to safely and properly clear snow and ice from sidewalks and driveways assigned by the City. 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 approaches after city plows have made snow removal passes during snow events.

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

Snow and ice may not be deposited or blown into the street, neighboring property, or in a place that will interfere with the vision of motorists approaching any intersection. Other than from adjacent sidewalks and driveways, no snow shall be placed upon the boulevards.

3. Timeframe

Contractors will be required to complete the snow and ice removal services of assigned properties within 24 hours of a significant snowfall. A significant snowfall is defined as more than two inches of snow in a 24-hour period. During extreme conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

4. 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.

5. 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 of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of City of Fargo staff 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 Planning 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 Planning Department staff and will cooperate and confer with them as necessary to ensure 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.

P. Hold Harmless

Contractor will hold harmless, indemnify and defend the City from any and all claims arising out of or in any way related to the work under this Agreement. Said indemnification will include, inter alia, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City's negligence or intentional acts, or those of its employees, agents or designees.

- Q. Independence of Contractor - Nothing contained in this agreement or any other with the City nor the relationship of the Contractor to other parties shall make or be construed to make the Contractor, or any of the Contractor's agents or employees, the agents or employees of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

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.

B. Term of Contract

The initial term of this contract shall be for three (3) years commencing on November 15, 2023 and expiring April 15, 2026. 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 30 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.

C. 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. Equipment and Staffing Capacity – 35%
3. Price – 30%

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.