



## **Request for Proposals (RFP23191)**

### **Snow and Ice Removal Services**

#### **RFP Submittals Due:**

Wednesday, October 11, 2023  
at 2:00pm

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

#### **City of Fargo Auditor's office**

225 4th Street N  
Fargo, ND 58102

Alternatively one (1) RFP can be uploaded to [fargond.bonfirehub.com/](https://fargond.bonfirehub.com/)

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

## **City of Fargo**

### **Request for Proposals: Snow and Ice Removal Services**

#### **INTRODUCTION**

The City of Fargo is issuing a Request for Proposal (RFP) for a contractor to provide snow and ice removal services for City of Fargo parking lots, driveways, and sidewalks. Refer to the maps and scope of services for locations.

The City of Fargo intends to review the submittals, award the contractor, and sign a contract with the selected contractor for the 2023-2024 season. A sample contract has been attached in Exhibit A. The requirements are included in the sample contract.

#### **SUBMISSION INSTRUCTIONS**

Contractor shall deliver one (1) original RFP in a sealed envelope to the City of Fargo Auditor's office, or it can be submitted online at [fargond.bonfirehub.com/](https://fargond.bonfirehub.com/). The envelope must be clearly marked with the **Company's Name** and **"City of Fargo RFP: "Snow Removal Services."** Sealed RFQ submittals must be received no later than **2:00 PM on Wednesday, October 11, 2023** at:

City of Fargo, Auditor's Office  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

City Hall hours are Monday – Friday from 7:45 AM to 4:30 PM.

**LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

#### **INQUIRIES**

Questions pertaining to this RFP should be directed to the following:

Mark Fournier  
Maintenance Supervisor  
Office: 701.298.6959  
Cell: 701.540.8890  
[MFournier@FargoND.gov](mailto:MFournier@FargoND.gov)

## **SCOPE OF SERVICES**

The contractor will be required to perform the snow and ice removal services as set forth in this section. All of these buildings/areas will be contracted from November 1, 2023 through April 30, 2023. Refer to maps and location of properties for all locations.

### **Location of Properties**

#### **A. Downtown locations**

1. City Hall North/West lots/ramp 225 4<sup>th</sup> St. N
2. City Center West lot/North Entrance 301 3<sup>rd</sup> Ave. N
3. Downtown Library East/West lots 101 4<sup>th</sup> St. N
4. Civic Center North lot/ramps 207 4<sup>th</sup> St. N
5. City Sidewalks Downtown
6. Engagement Center (Old Police Station) 222 4<sup>th</sup> St. N
7. Old Public Health 401 3<sup>rd</sup> St. N
8. Municipal Court 402 NP Ave
9. Harm Reduction 510 5<sup>th</sup> St. N

#### **B. Police Headquarters 105 25<sup>th</sup> St. S**

#### **C. Public Safety Building 4630 15<sup>th</sup> Ave N**

#### **D. Fargo Cass Public Health 1240 25<sup>th</sup> St. S**

### **Removal of Snow and Ice**

Contractor shall provide all labor, tools, and equipment to safely and properly clear snow and ice.

Snow and ice removal trigger is ½" for sidewalks and 1" for parking lots. The Fargo Police Headquarters has emergency exits that need to be cleared at all times. See the blue highlights on the map for reference.

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 motorist approaching any intersection.

Other than from adjacent sidewalks and driveways, no snow shall be placed upon the boulevards.

### **Timeframe**

Contractors will be required to complete the snow and ice removal services of assigned properties immediately after a snowfall. If it snows all day, snow and ice removal must be done during snow and ice event.

### 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.

### 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.

## **PROPOSAL RESPONSE REQUIREMENTS**

The proposal shall include the following information:

- A. PROPOSER'S INFORMATION** Company name, address, email, phone number, and primary contact, of the company submitting the response. If applicable, other names which your organization has been known and the length of time known by each name.
- B. QUALIFICATIONS AND EXPERIENCE**
  - Description and history of the company, including year established, type of ownership and parent company, if any, Along with company's experience and qualifications.
  - Locations of properties you are able to provide services for. These are split into groups A, B, C and D as listed above. Please list which groups you can provide services for.
- C. REFERENCES** Three (3) current references. The reference must include a name and phone number of the primary contact for that reference.
- D. SCHEDULE OF FEES** Provide a schedule of fixed hourly rates/per visit rates/and monthly rates for November 1, 2023 through April 30, 2024. Include List of equipment and rates. Include snow hauling and salt rates.

## **EVALUATION CRITERIA**

All Proposals received on time will be opened, in a non-public setting. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

### **QUALIFICATION AND EXPERIENCE – 30 Points**

- The experience and expertise of the company.

### **PROFESSIONAL SERVICES PROVIDED – 30 Points**

- Services provided within the scope of work.

### **SCHEDULE OF FEES – 30 Points**

### **REFERENCES – 10 Points**

The City reserves the right in any or all submittals, to reject, to waive any technical defects or irregularities, or to accept what is, in its judgment, the submittal(s) which is in the City's best interest.

**TENTATIVE SCHEDULE**

The City reserves the right to modify the timeline if necessary.

RFP posted	October 4, 2023
Submittals due	October 11, 2023 by 2:00pm
Review Proposals/Final Selection	October 11, 2023
City Commission Approval of selection	October 16, 2023
Notice of Award	October 17, 2023
Master Service Agreement due	October 25, 2023
Agreement to City Commission for Approval	October 30, 2023

## Exhibit A

**Contract  
Between  
City of Fargo  
and \_\_\_\_\_**

This Master Services Agreement (the “Agreement,” which includes all attached schedules), effective \_\_\_\_\_ (“Effective Date”), is entered into by and between \_\_\_\_\_ (the “Vendor”), having a principal place of business at \_\_\_\_\_, and City of Fargo (the “City”), a North Dakota municipal corporation, having a principal place of business at 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102 (each a “Party” and collectively, the “Parties”).

### 1. TERM

The term of this Agreement will be from November 1, 2023 through April 30, 2024.

### 2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form (“Statement of Work”) attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as “Services.”

### 3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

### 4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City’s obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

The Parties shall negotiate rates annually. Negotiated Rate Sheet ("Rate Sheet") for the current Agreement year is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to [FinanceAPAR@FargoND.gov](mailto:FinanceAPAR@FargoND.gov).

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

## 10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$5,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

iv. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

v. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

## 11. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, consultant error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.



12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon seven days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and \_\_\_\_\_ have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

VENDOR

BY \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

BY \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
Steven Sprague, City Auditor

### **Statement of Work**

This Statement of Work is a summary of all services the Vendor is able to provide under the Contract. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following Services as requested in work requests, awarded bids or awarded requests for proposals from the City.

- <Bulleted list of services>

SAMPLE

### Rate Sheet

The Rates below are valid beginning \_\_\_\_\_. Rates may be renegotiated at the request of either party annually.

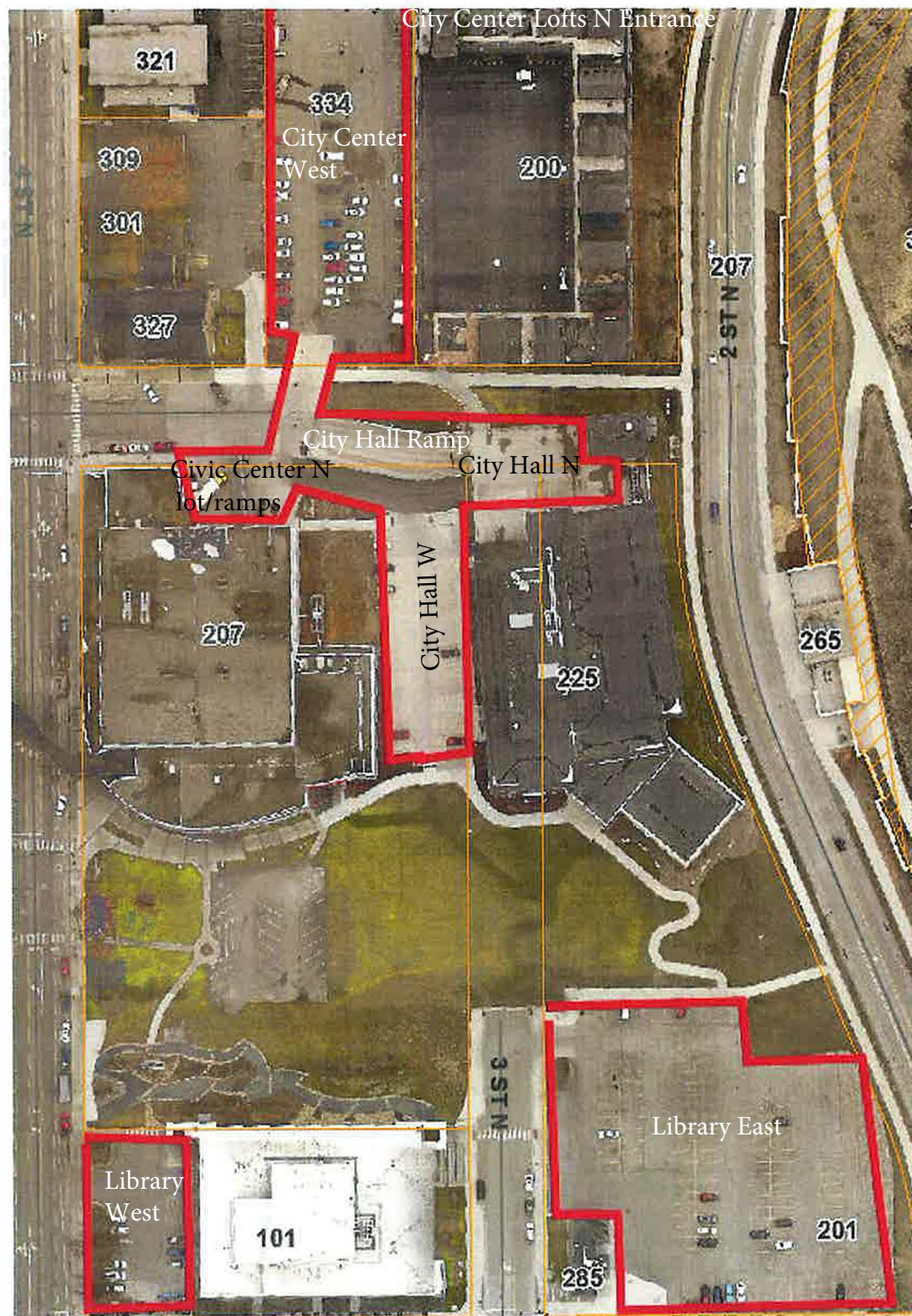
Rates for projects outside of the scope of this agreement will be negotiated separately.

Rates:

SAMPLE

City Hall North/West lots  
City Hall ramp to underground parking  
City Center Lofts West/North Entrance  
Downtown Library East/West lots  
Civic Center North lot and ramps

Parking lots





City Sidewalks Downtown

 Sidewalks





Engagement Center lot  
Old Public Health lot

 Parking lots



Municipal Court

 Parking lots





Harm Reduction lot



Parking lots

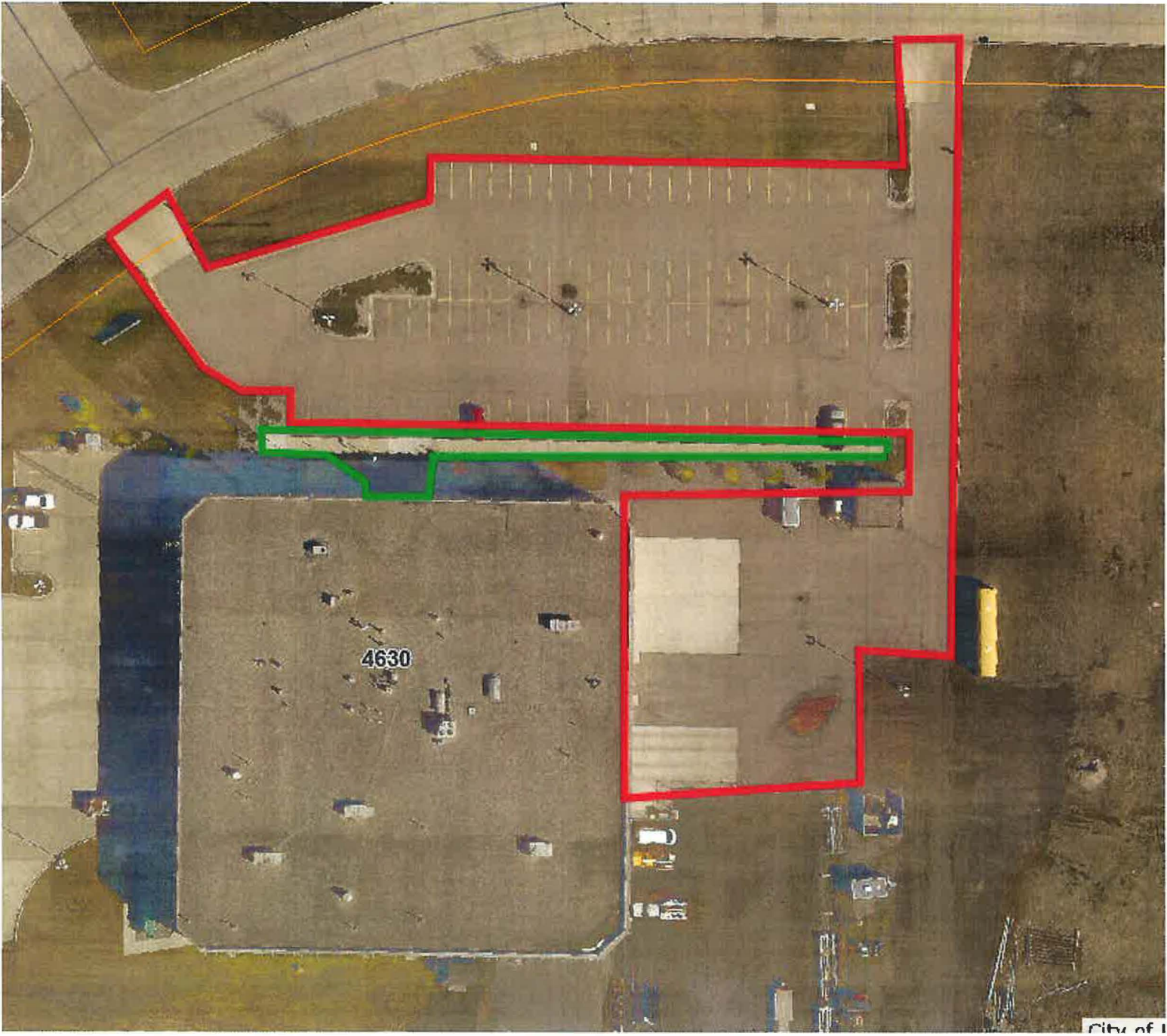


Sidewalks



Public Safety Building lot  
Public Safety Sidewalks

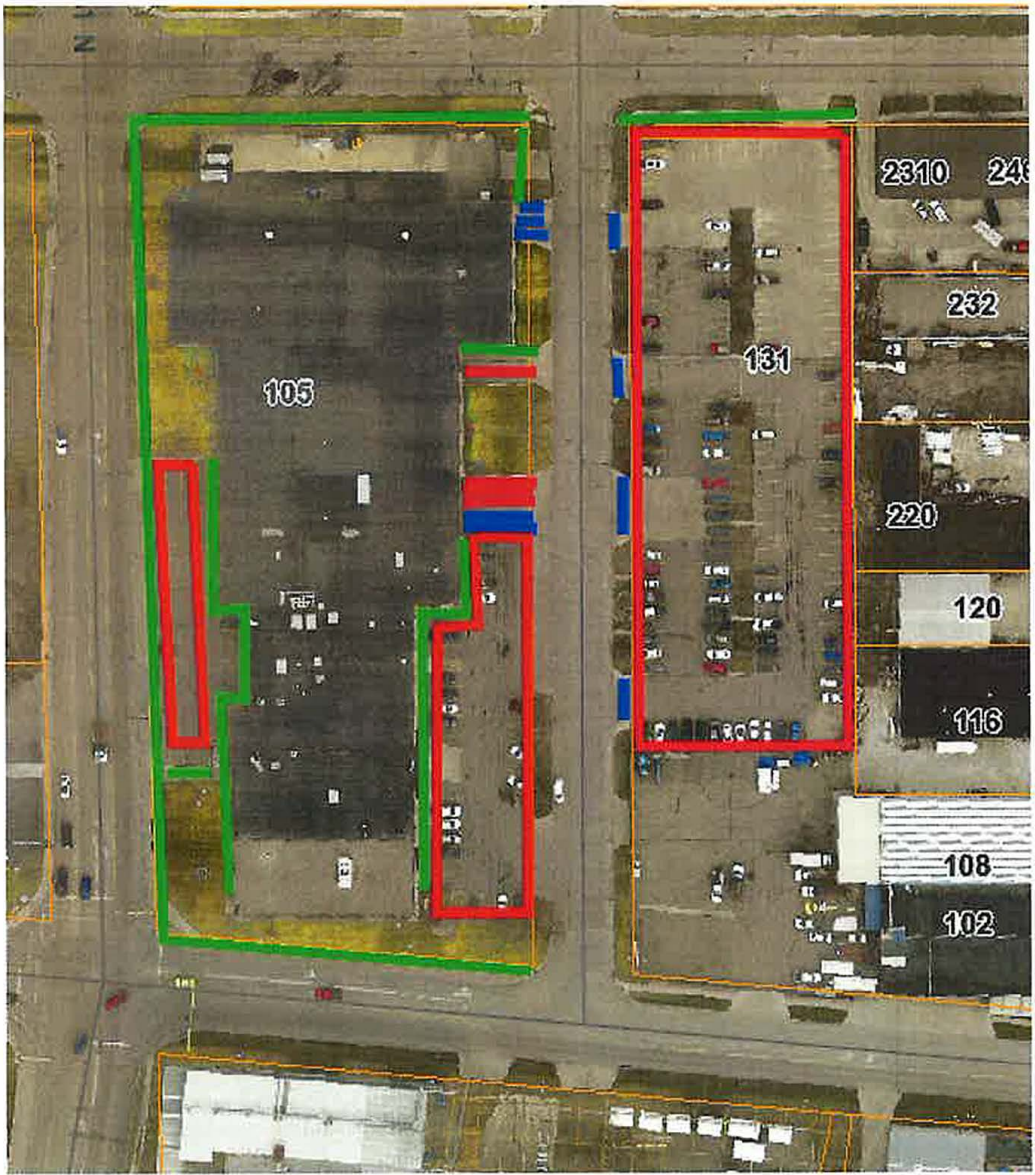
- Parking lots
- Sidewalks





Police Headquarters lots  
Police Headquarters Sidewalks  
Police Headquarters Emergency Exits

- Parking lots
- Sidewalks
- Emergency Exits



\_\_\_\_\_

\_\_\_\_\_