

# REQUEST FOR PROPOSALS for SIDEWALK SNOW AND ICE REMOVAL SERVICES City Owned Properties

July 27th, 2022

Issued By:

City of Fargo Public Works Department 402 23<sup>rd</sup> 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 on City owned property.

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

City of Fargo Auditors Office RFP Sidewalk Snow & Ice Removal Services City Owned Properties 225 4<sup>th</sup> 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 11, 2022

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"
   City Owned Properties
- Please direct questions regarding this RFP to Paul Fiechtner 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. The Contractor will complete the work in a proficient and professional manner that is in accordance with City Ordinance 18-0301.

The sidewalk locations are defined in two general areas; Section A and Section B. The City of Fargo intends to issue a contract for each area. Contractors are encouraged to provide proposals for both areas.

#### 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. A fully executed proposal form with signatures. (Signature Sheet, Page 9)
- D. A fully completed proposal table form. (Section A, Section B)
- E. Ice removal product to be used and manufacturer specification sheet.

F. 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. The term of this contract shall run from November 15<sup>th</sup> through April 15<sup>th</sup>. 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

A complete list of addresses has been provided on the proposal sheet and mapping within this RFP. The mapping indicates sidewalk location and approximate width. 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.

#### 3. Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specification sheets with the proposal. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

## 4. <u>Timeframe</u>

Contractors will be required to complete the snow and ice management services of assigned sidewalks to comply with **CITY ORDIANCE 18-0301**.

## 5. 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.

# 6. <u>Safety</u>

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 removal 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 the Director of Public Works 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, 2022 and expiring April 15, 2025. 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. <u>Previous Work Experience</u> 35%
- 2. Available Equipment Inventory 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.

	City of Fargo Sidewalk Snow Removal - Section A				
	,		Snow Removal \$	Chemical Application \$	
	Location	Map Page #	Amount	Amount	
1	4477 Riverwood Drive North	1			
2	4525 Riverwood Drive North	1			
2	901 41st Avenue North	2			
3 4	902 41st Avenue North	2			
5	906 41st Avenue North	2			
6	901 42nd Avenue North	2			
7	902 42nd Avenue North	2			
8	906 42nd Avenue North	2			
9	40th Ave N Bridge Sidewalk and Approach	2			
		_			
10	3715 10th ST N	3			
11	36th Ave N and University Dr.	4			
11	South Ave in and onliversity of .	4			
12	35th Ave NE & Elm St (Loop)	5			
	· · · · · · · · · · · · · · · · · · ·				
13	955 32nd Ave N	6			
	2921 2 St N	7			
	2922 2 St N 2925 2 St N	7			
	2925 2 St N	7			
17	2520 2 5t N	/			
18	160 N Woodcrest Dr N	8			
	166 N Woodcrest Dr N	8			
	19th Ave N, 45th St to 41st St	9			
21	45th St. Railroad Crossing	9			
22	401 4 11 120 0	10			
22	19th Ave N, I29 Overpass	10			
23	101 Woodland Dr N	11			
	97 Woodland Dr N	11			
	93 Woodland Dr N	11			
26	89 Woodland Dr N	11			
	85 Woodland Dr N	11			
	81 Woodland Dr N	11			
	75 Woodland Dr N	11			
	69 Woodland Dr N 63 Woodland Dr N	11 11			
	55 Woodland Dr N	11			
	51 Woodland Dr N	11			
	45 Woodland Dr N	11			
	41 Woodland Dr N	11			
	37 Woodland Dr N	11			
	31 Woodland Dr N	11			
	25 Woodland Dr N	11			
	19 Woodland Dr N	11			
	15 Woodland Dr N 7 Woodland Dr N	11 11			
	1625 Elm St	11			
	1619 Elm St	11			
	1613 Elm St	11			
	1607 Elm St	11			
	1601 Elm St	11			
	1519 Elm St	11			
	1501 Elm St	11			
49	1455 Elm St	11			
50	1318 Elm St	12			
	1314 Elm St	12			
	1313 Elm St	12			

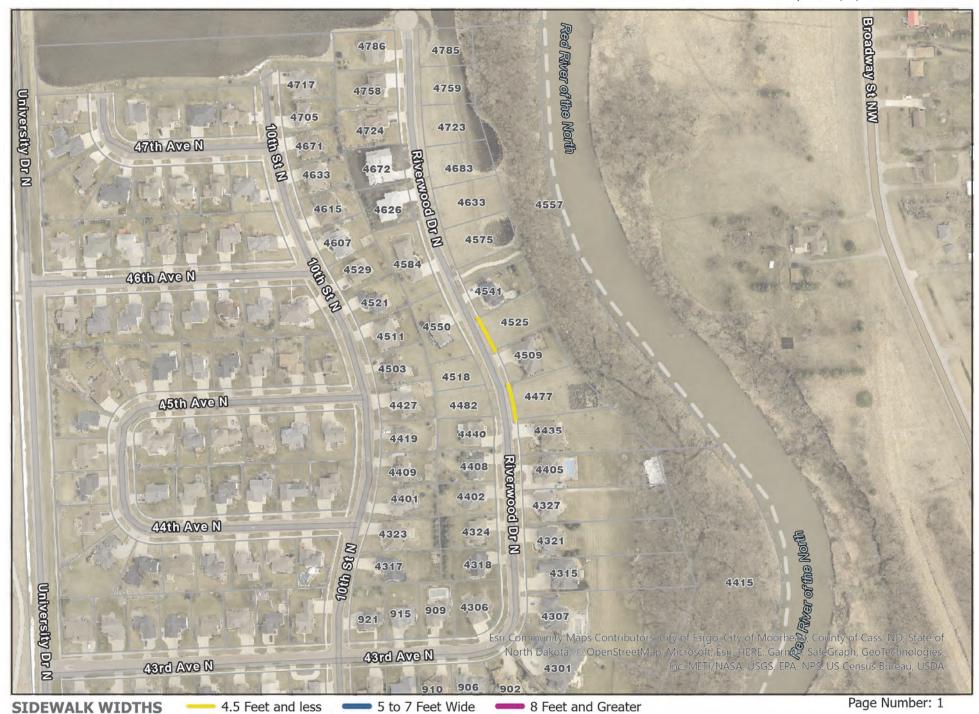
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	1341 Oak St	12	
54	1333 Oak St	12	
	12 N Terrace	13	
	16 N Terrace	13	
57	18 N Terrace	13	
58	24 N Terrace	13	
59	26 N Terrace	13	
60	40 N Terrace	13	
	42 N Terrace	13	
	44 N Terrace	13	
	46 N Terrace	13	
	60 N Terrace	13	
	62 N Terrace	13	
	64 N Terrace	13	
	66 N Terrace	13	
	68 N Terrace	13	
	70 N Terrace	13	
70	139 S Terrace	13	
	135 S Terrace	13	
72	129 S Terrace	13	
	125 S Terrace	13	
	99 S Terrace	13	
	95 S Terrace	13	
	93 S Terrace	13	
	87 S Terrace	13	
	8 S Terrace	13	
	79 S Terrace	13	
80	63 S Terrace	13	
81	53 S Terrace	13	
82	49 S Terrace	13	
83	45 S Terrace	13	
	41 S Terrace	13	
	37 S Terrace	13	
	33 S Terrace	13	
	31 S Terrace	13	
	27 S Terrace	13	
	23 S Terrace	13	
90	17 S Terrace	13	
91	1102 7th Ave N	14	
92	1112 7th Ave N	14	
93	1114 7th Ave N	14	
	1116 7th Ave N	14	
95	15th St N & Dakota Drive	15	
,,	25th 5th 6t Danota Diffe	13	
o.c	1.4th St N & 7th Avo	16	
	14th St N & 7th Ave	16	
9/	1600 7th Ave N (Northside of drainage ditch)	16	
98	1603 3rd Ave N	17	
99	34th St N & 7th Ave	18	
100	2101,2015 6th Ave S	19	
	319-321 18th St S	19	
102	9th Ave S & 21st St	20	
-52			
102	1512 48th St S	21	
	1512 48th St S		
104	1 JUO 40(II JL J	21	
	1703 49 St S	22	
106	1705 52 St S	22	
107	1837 35th ST S	23	
108	17th Ave S & 32nd ST	24	

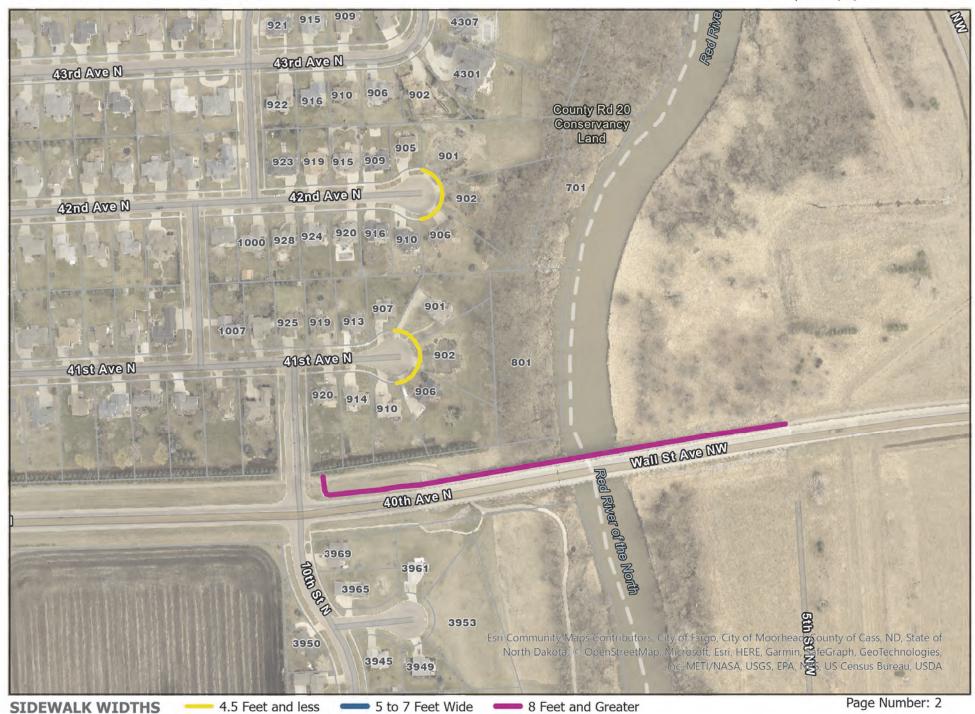
109 University Drive 14th Ave to 15 1/2 Ave S	25		
110 1114 4 St S	26		
111 1118 4 St S	26		
112 1124 4 St S	26		
113 1128 4 St S	26		
114 1204 4 St S	26		
115 1308 S. River Rd	27		
116 1330 S. River Rd	27		
117   1334 S. River Rd	27		
118 1342 S. River Rd	27		
119 1348 S. River Rd	27		
120 1408 S. River Rd	27		
121 1414 S. River Rd	27		
122 1422 S. River Rd	27		
123 1430 S. River Rd	27		
124 1436 S. River Rd	27		
125 1442 S. River Rd	27		
126 1450 S. River Rd	27		
127 1454 S. River Rd	27		
128 2959 32nd St S	28		
129 2922 33rd St S	28		
130 2925 Parkview Dr S	28		
131 2631 Parkview Dr S	28		
132 2696 Wheatland Dr S	28		
133 28th Ave & Parkview Ln	28		
134 26th Ave S & 33rd St S	28		
135 4120 30th Ave S	29		
136 2948 41st St S.	29		
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Section A Tota	le		
Section A Totals			

	City of Fargo Sidewalk Snow Removal - Section B				
			Snow Removal \$	Chemical Application \$	
	Location	Map Page #	Amount	Amount	
1	2610 Kirsten Lane S.	30			
2	22 ad Avia C 22 ad Ch Cha 40kh Ch C (a adh aida)	24			
2	32nd Ave S, 22nd St S to 18th St S (north side)	31			
3	University Dr S, 32nd Ave to 34th Ave (west median)	32			
-	(	<u> </u>			
4	801 Harwood Dr S	33			
5	701 Harwood Dr S	33			
6	619 Harwood Dr S	33			
7 8	601 Harwood Dr S 517 Harwood Dr S	33 33			
9	509 Harwood Dr S	33			
10	502 Harwood Dr S	33			
11	501 Harwood Dr S	33			
12	437 Harwood Dr S	33			
13	520 Hackberry Dr S	33			
14	610 Hackberry Dr S	33			
15	618 Hackberry Dr S	33			
16 17	626 Hackberry Dr S 702 Hackberry Dr S	33 33			
18	714 Hackberry Dr S	33			
	720 Hackberry Dr S	33			
20	802 Hackberry Dr S	33			
21	3680 River Drive S	34			
22	3702 River Drive S	34			
23	3714 River Drive S	34			
24 25	3720 River Drive S 3726 River Drive S	34 34			
26	3732 River Drive S	34			
27	3738 River Drive S	34			
28	3802 River Drive S	34			
29	3808 River Drive S	34			
30	3820 River Drive S	34			
31	3830 River Drive S	34			
32	3832 River Drive S	34			
	3838 River Drive S	34			
34	3902 River Drive S 3914 River Drive S	34 34			
	3920 River Drive S	34			
	3926 River Drive S	34			
38	University Dr S, 37th Ave to 40th Ave (west side)	34			
	University Dr S, 40th Ave to 43rd Ave (west side)	35			
40	1508 41st Ave S	35			
/11	32nd St S and 37th Ave S	36			
41	SZIIU SUS AIIU SYUI AVE S	30			
42	40th Ave S, 18th St to 22nd St (north side)	37			
	40th Ave S, Both sides (36th St to 33rd St) and north side (36th St to 25th St)	37			
	2130 Sterling Rose Ln S	37			
45	3227 39 Ave S	37			
	3233 39 Ave S	37			
	3301 39 Ave S	37			
	3305 39 Ave S	37			
	3309 39 Ave S 3311 39 Ave S	37 37			
	3311 39 AVE 5	37			
	3321 39 Ave S	37			
	3333 39 Ave S	37			
	3339 39 Ave S	37			
	3347 39 Ave S	37			
56	3355 39 Ave S	37			

57	3361 39 Ave S	37	
58	3365 39 Ave S	37	
	3369 39 Ave S	37	
	3373 39 Ave S	37	
61	3401 39 Ave S	37	
62	3405 39 Ave S	37	
	3409 39 Ave S	37	
	3415 39 Ave S	37	
65	3419 39 Ave S	37	
66	3423 39 Ave S	37	
	3427 39 Ave S	37	
	4003 Copperfield Ct S	37	
69	4009 Copperfield Ct S	37	
	4015 Copperfield Ct S	37	
	4021 Copperfield Ct S	37	
	4027 Copperfield Ct S	37	
73	4033 Copperfield Ct S	37	
74	4497 Oakcreek Dr S	38	
	4493 Oakcreek Dr S	38	
	4489 Oakcreek Dr S	38	
77	4485 Oakcreek Dr S	38	
	4481 Oakcreek Dr S	38	
		38	
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	4473 Oakcreek Dr S	38	
81	4469 Oakcreek Dr S	38	
82	4465 Oakcreek Dr S	38	
	4461 Oakcreek Dr S	38	
	4457 Oakcreek Dr S	38	
85	4453 Oakcreek Dr S	38	
86	4449 Oakcreek Dr S	38	
	25th St S, Rose Creek Pkwy S to Carrie Rose Ln (do both sides on bridge)	38	
			-
	4733 Douglas Dr S	38	
	4741 Douglas Dr S	38	
90	4749 Douglas Dr S	38	
50			
	26th St. C. 28th Ava to 20th Ava (part cida)	20	
91	36th St S, 38th Ave to 39th Ave (east side)	39	
91 92	40th Ave S, 36th St to 40th St.	39	
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91 92	40th Ave S, 36th St to 40th St.	39	
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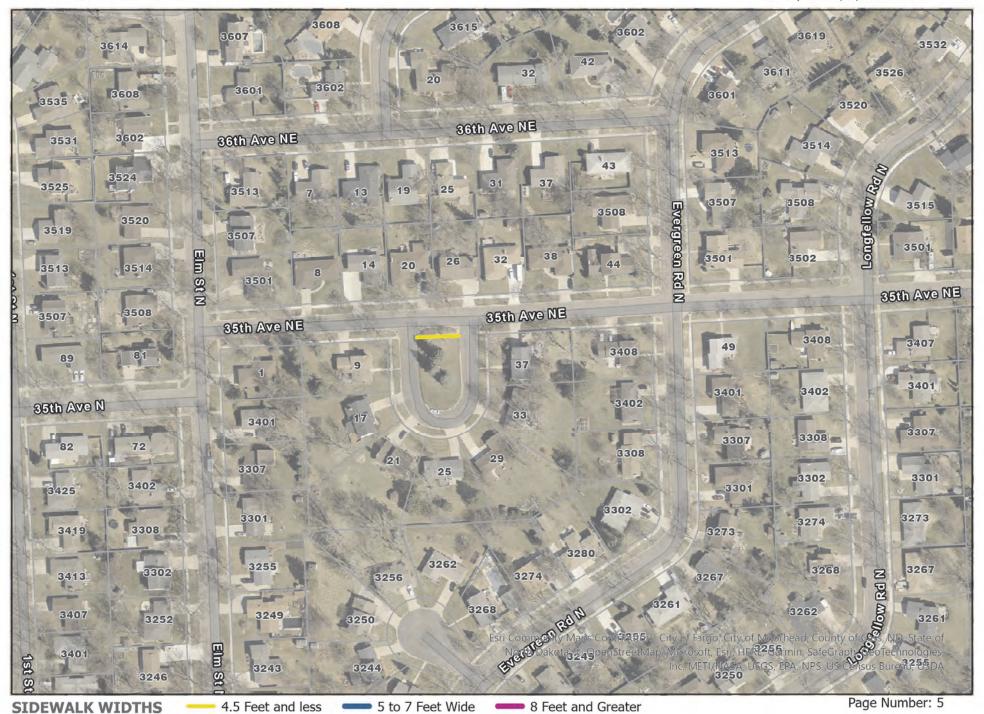
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114 25th St S, 58th Ave S to 64th Ave S	50	
115 64th Ave S, 28th St to 33rd St	51	
116 25th St S, 67th Ave S to 70th Ave S	52	
Section B To	tals	





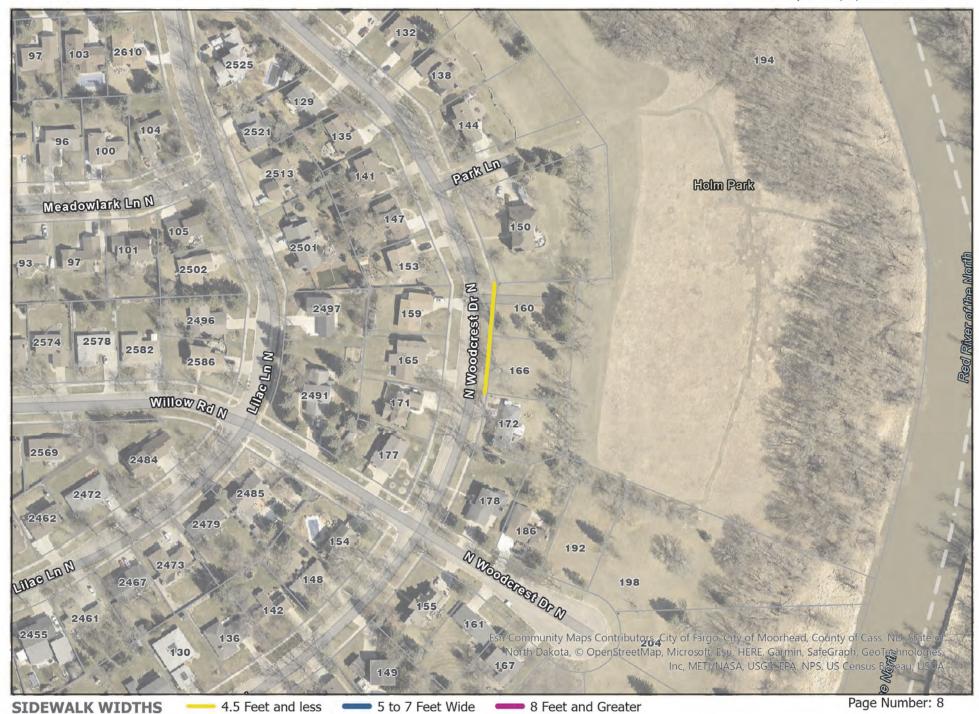


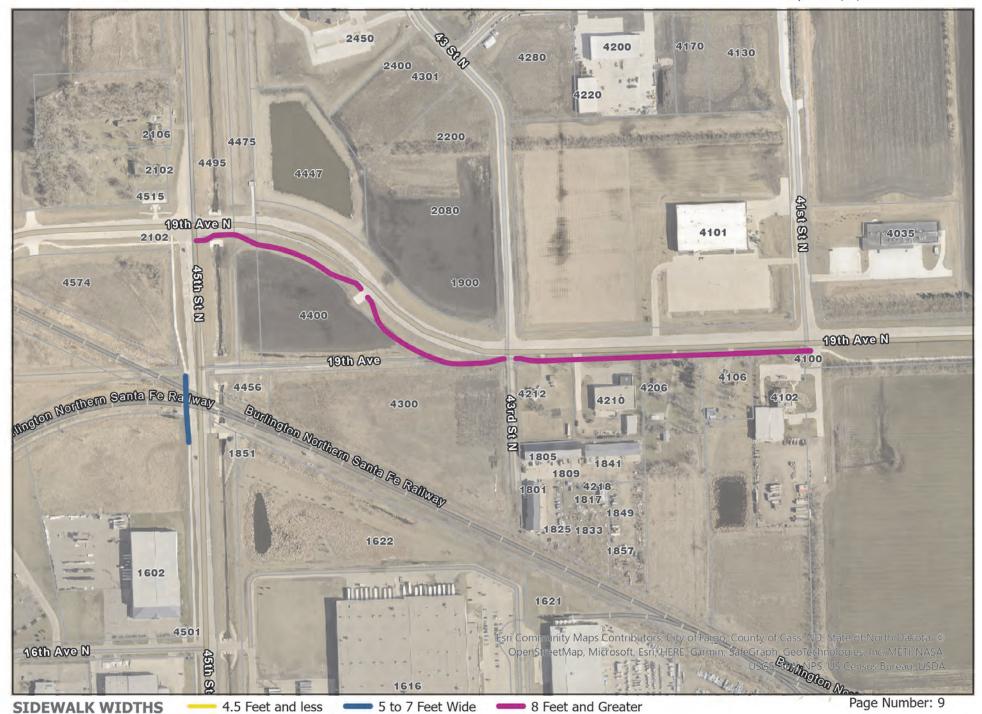


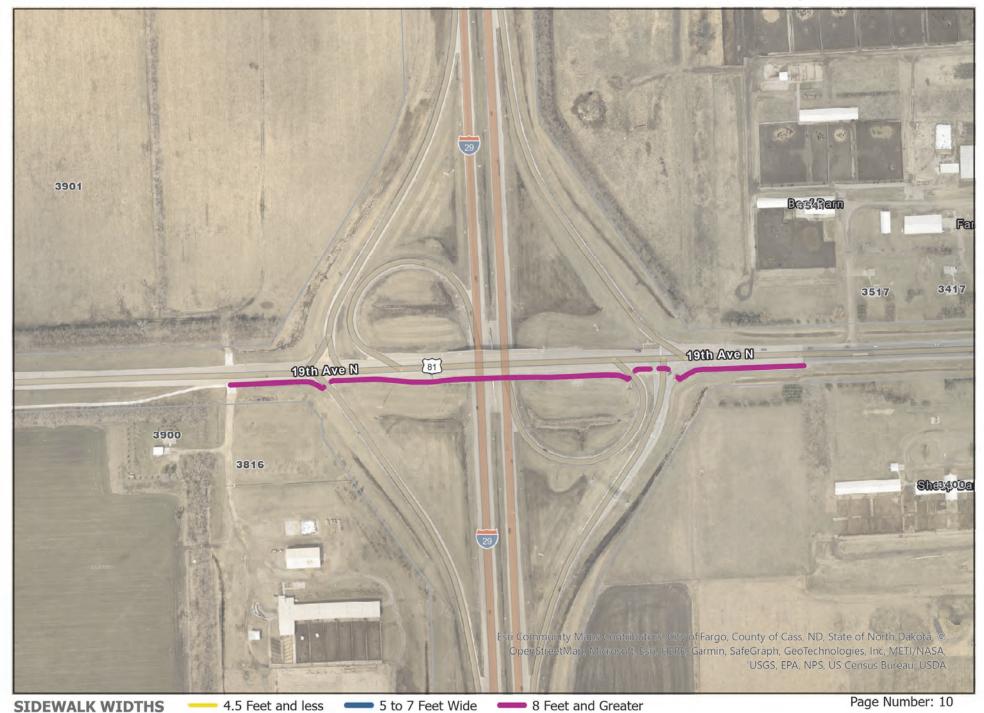


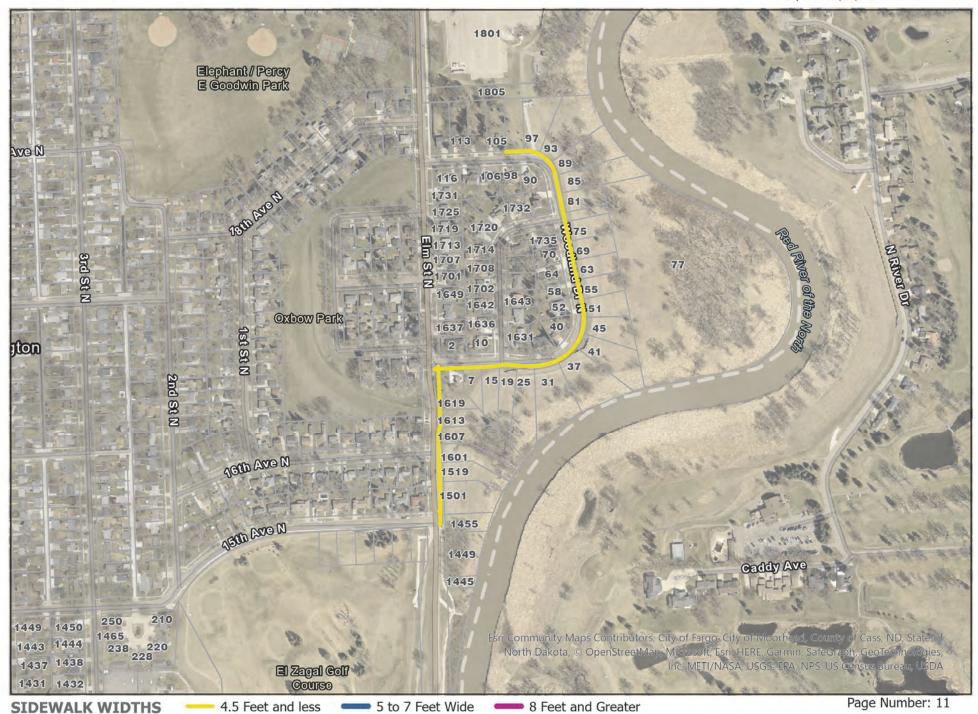


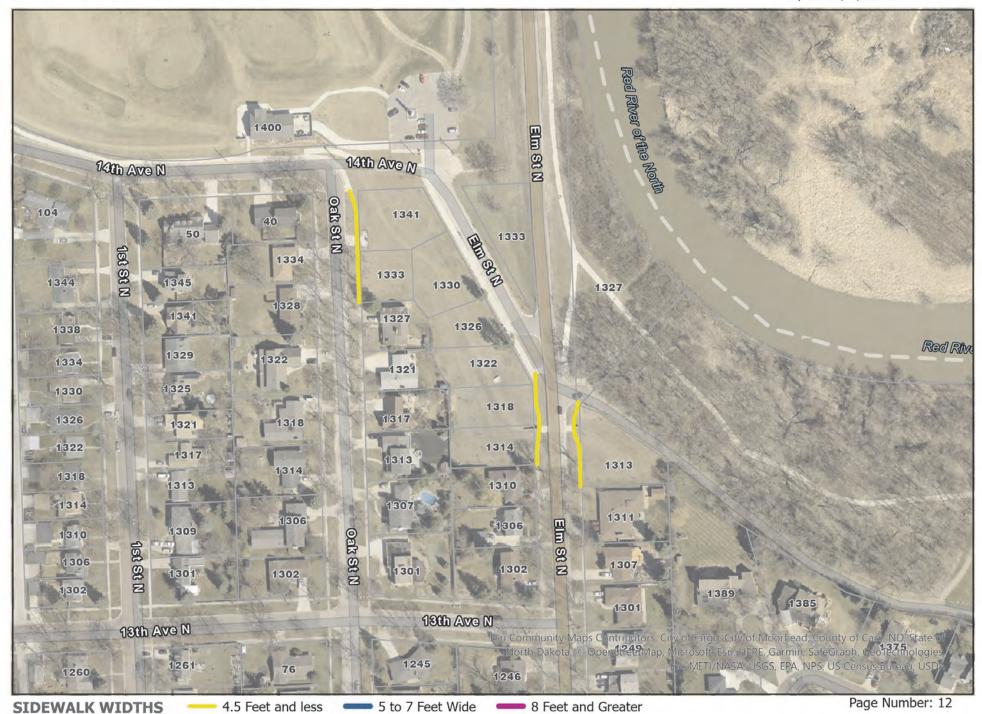


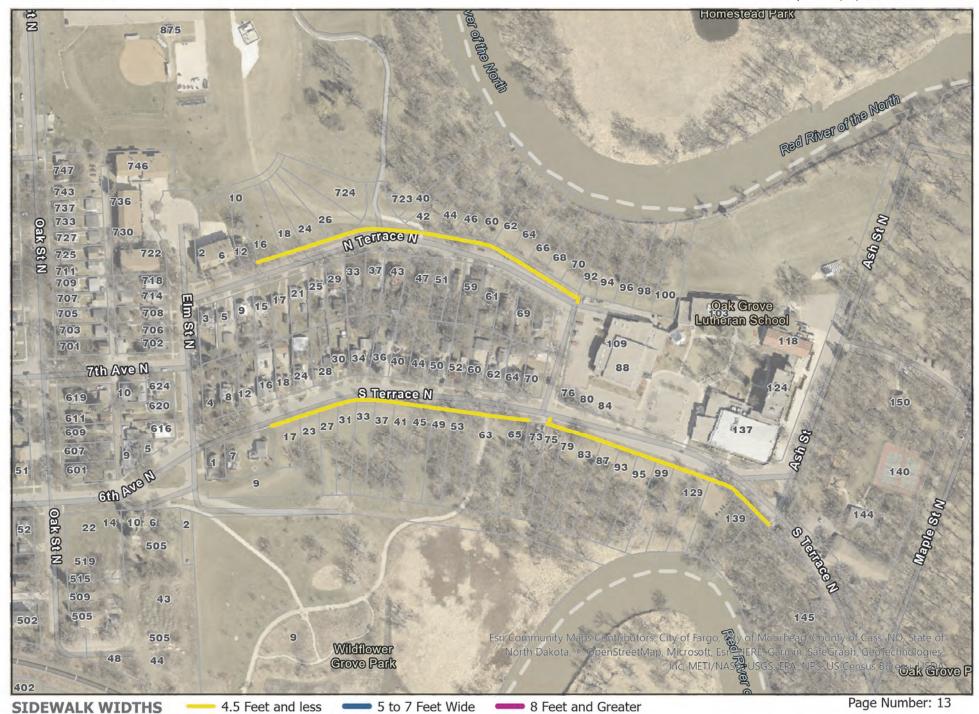


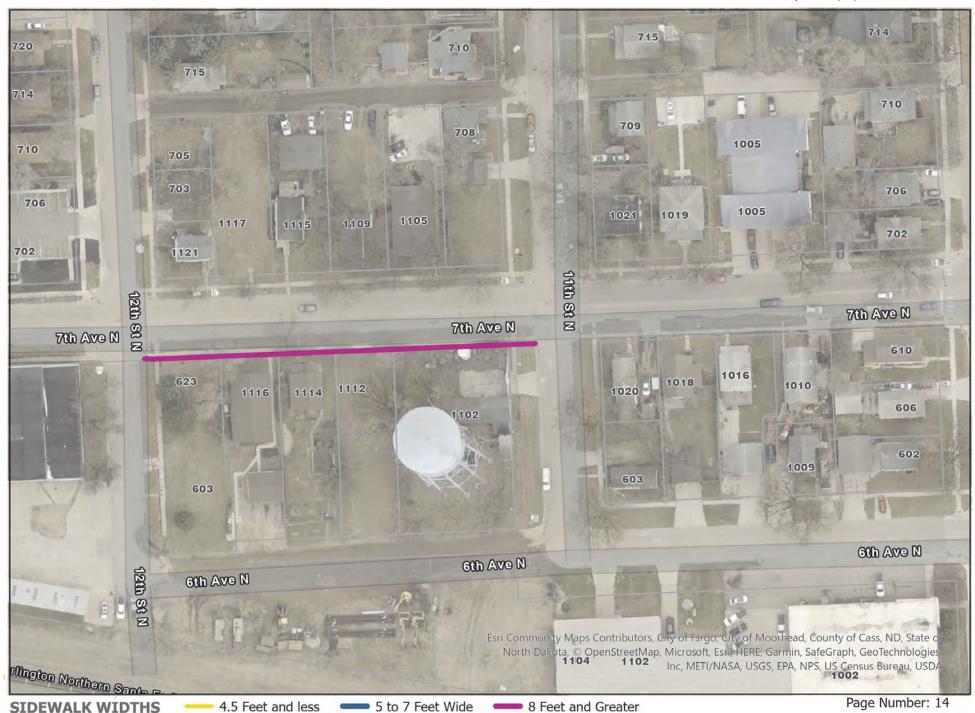


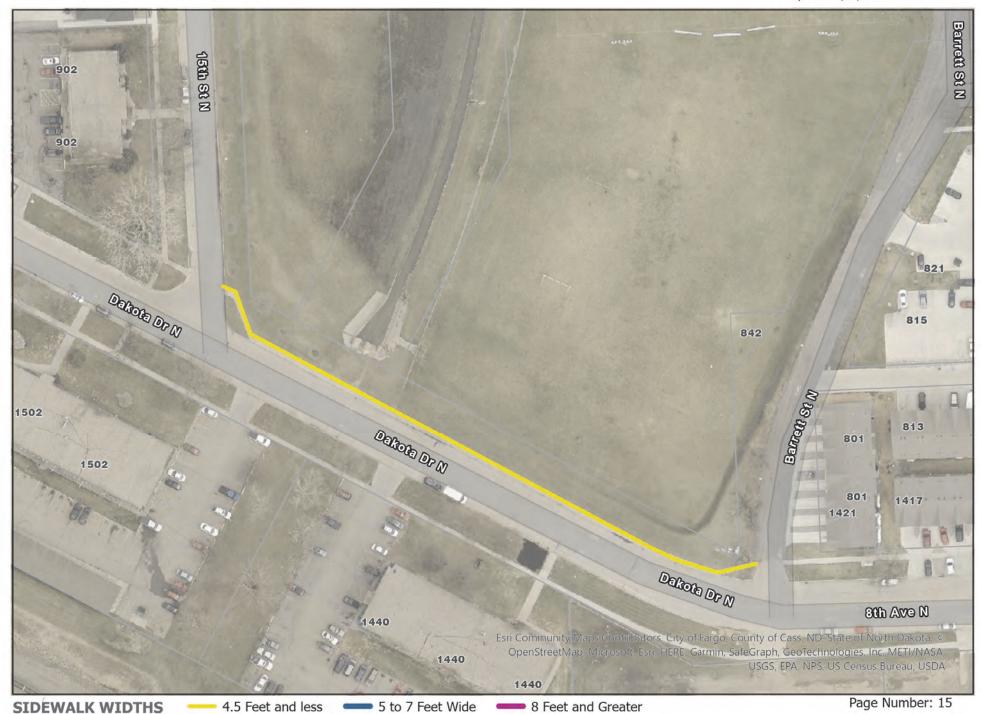


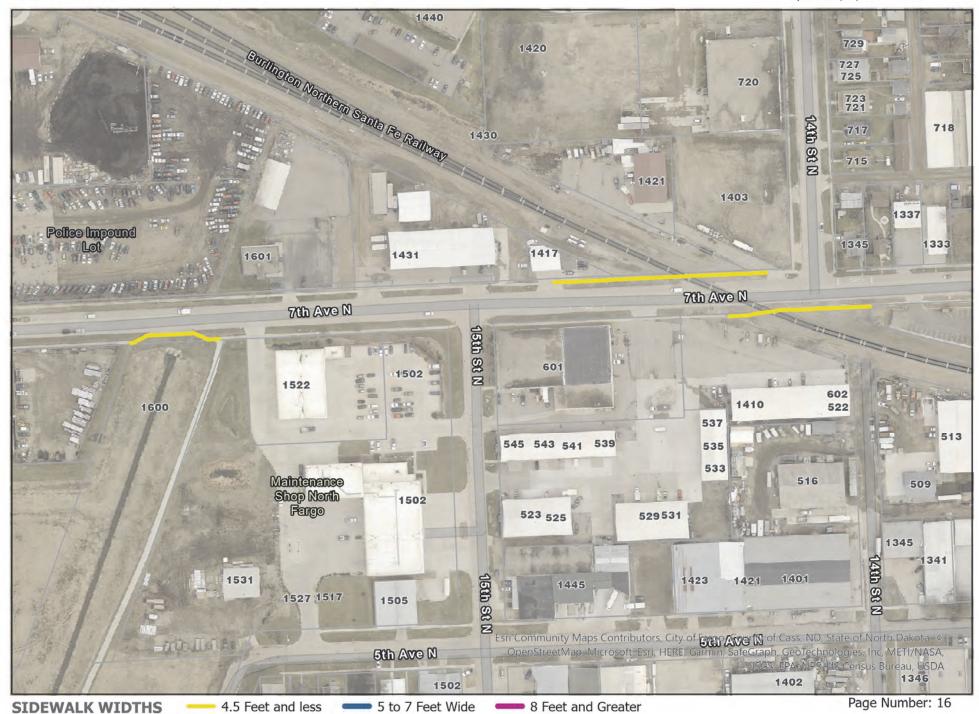


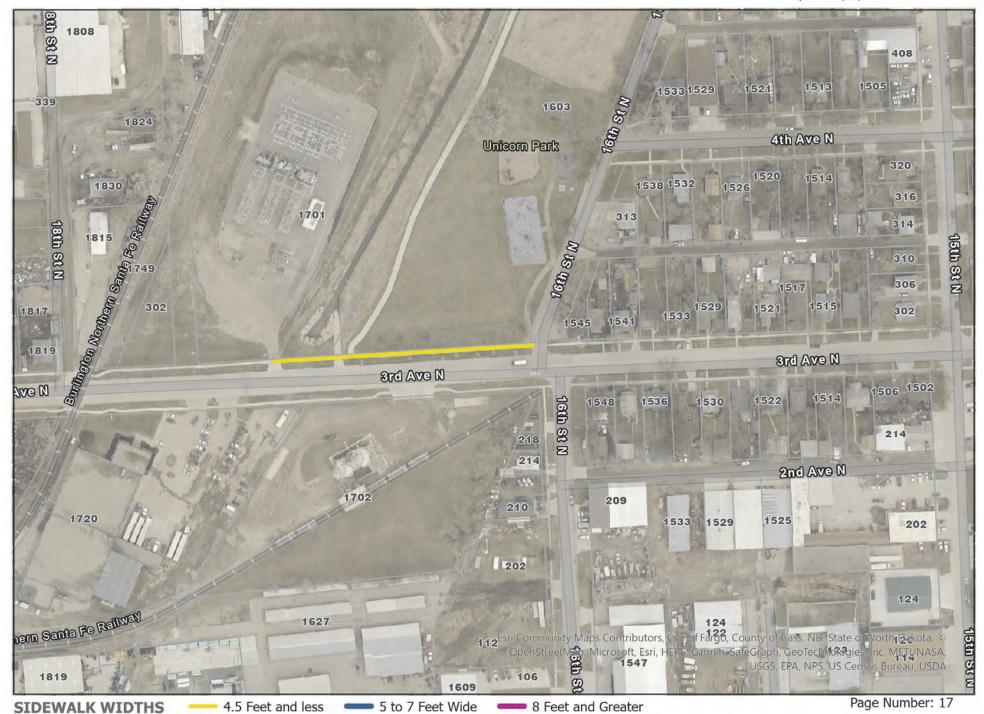














**SIDEWALK WIDTHS** 

4.5 Feet and less

5 to 7 Feet Wide

8 Feet and Greater

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