



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

September 11, 2017

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)



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  
200 3<sup>rd</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, September 28, 2017**

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 Ben Dow at (701) 241-1453.

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 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. 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 Director of Public Works of any property damage that occurs as a result of the snow and ice removal process. Notification will be within 48 hours of Director of Public Works 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 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 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, 2017 and expiring April 15, 2018. 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%

## SIGNATURE SHEET

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Signature

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Company Name

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Print Name

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Company Address

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Title

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City, State

Zip Code

---

Telephone Number

---

Fax Number

---

Federal Tax ID Number

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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.

# 2017-2018 Contracted Sidewalks

	Location	Snow Removal \$ Amount	Chemical Application \$ Amount
1	4477 Riverwood Drive North		
2	2921 2nd Street North		
3	2922 2nd Street North		
4	2925 2nd Street North		
5	2926 2nd Street North		
6	160 North Woodcrest Drive N.		
7	166 North Woodcrest Drive N.		
8	101 Woodland Drive North		
9	97 Woodland Drive North		
10	93 Woodland Drive North		
11	89 Woodland Drive North		
12	85 Woodland Drive North		
13	81 Woodland Drive North		
14	75 Woodland Drive North		
15	69 Woodland Drive North		
16	63 Woodland Drive North		
17	55 Woodland Drive North		
18	51 Woodland Drive North		
19	45 Woodland Drive North		
20	41 Woodland Drive North		
21	37 Woodland Drive North		
22	31 Woodland Drive North		
23	25 Woodland Drive North		
24	19 Woodland Drive North		
25	15 Woodland Drive North		
26	7 Woodland Drive North		
27	1625 Elm Street		
28	1619 Elm Street		
29	1613 Elm Street		
30	1607 Elm Street		
31	1601 Elm Street		
32	1519 Elm Street		
33	1501 Elm Street		
34	1455 Elm Street		
35	1330 Elm Street		
36	1326 Elm Street		
37	1322 Elm Street		
38	1318 Elm Street		
39	1314 Elm Street		
40	1313 Elm Street		

41	1341 Oak Street		
42	1333 Oak Street		
43	16 North Terrace		
44	18 North Terrace		
45	24 North Terrace		
46	26 North Terrace		
47	40 North Terrace		
48	42 North Terrace		
49	44 North Terrace		
50	46 North Terrace		
51	60 North Terrace		
52	62 North Terrace		
53	64 North Terrace		
54	66 North Terrace		
55	68 North Terrace		
56	70 North Terrace		
57	135 South Terrace		
58	129 South Terrace		
59	125 South Terrace		
60	99 South Terrace		
61	95 South Terrace		
62	93 South Terrace		
63	87 South Terrace		
64	83 South Terrace		
65	79 South Terrace		
66	63 South Terrace		
67	53 South Terrace		
68	49 South Terrace		
69	45 South Terrace		
70	41 South Terrace		
71	37 South Terrace		
72	33 South Terrace		
73	31 South Terrace		
74	27 South Terrace		
75	23 South Terrace		
76	17 South Terrace		
77	1114 4th Street South		
78	1118 4th Street South		
79	1124 4th Street South		
80	1408 South River Road		
81	1414 South River Road		
82	1430 South River Road		
83	1436 South River Road		
84	1442 South River Road		
85	1450 South River Road		

86	1454 South River Road		
87	801 Harwood Drive South		
88	701 Harwood Drive South		
89	619 Harwood Drive South		
90	601 Harwood Drive South		
91	517 Harwood Drive South		
92	509 Harwood Drive South		
93	502 Harwood Drive South		
94	501 Harwood Drive South		
95	437 Harwood Drive South		
96	520 Hackberry Drive South		
97	610 Hackberry Drive South		
98	618 Hackberry Drive South		
99	626 Hackberry Drive South		
100	702 Hackberry Drive South		
101	720 Hackberry Drive South		
102	802 Hackberry Drive South		
103	3702 River Drive South		
104	3714 River Drive South		
105	3720 River Drive South		
106	3726 River Drive South		
107	3732 River Drive South		
108	3738 River Drive South		
109	3802 River Drive South		
110	3808 River Drive South		
111	3820 River Drive South		
112	3830 River Drive South		
113	3832 River Drive South		
114	3838 River Drive South		
115	3902 River Drive South		
116	3914 River Drive South		
117	3920 River Drive South		
118	3926 River Drive South		
119	2130 Sterling Rose Lane South		
120	4497 Oakcreek Drive South		
121	4493 Oakcreek Drive South		
122	4489 Oakcreek Drive South		

123	4485 Oakcreek Drive South		
124	4481 Oakcreek Drive South		
125	4477 Oakcreek Drive South		
126	4473 Oakcreek Drive South		
127	4469 Oakcreek Drive South		
128	4465 Oakcreek Drive South		
129	4461 Oakcreek Drive South		
130	4457 Oakcreek Drive South		
131	4453 Oakcreek Drive South		
132	4733 Douglas Drive South		
133	4741 Douglas Drive South		
134	4749 Douglas Drive South		
135	4009 Copperfield Court South		
136	4015 Copperfield Court South		
137	3227 39th Avenue South		
138	3233 39th Avenue South		
139	3301 39th Avenue South		
140	3305 39th Avenue South		
141	3309 39th Avenue South		
142	3311 39th Avenue South		
143	3315 39th Avenue South		
144	3321 39th Avenue South		
145	3333 39th Avenue South		
146	3339 39th Avenue South		
147	3347 39th Avenue South		
148	3355 39th Avenue South		
149	3361 39th Avenue South		
150	3365 39th Avenue South		
151	3369 39th Avenue South		
152	3373 39th Avenue South		
153	3401 39th Avenue South		
154	3405 39th Avenue South		
155	3409 39th Avenue South		
156	3415 39th Avenue South		
157	3419 39th Avenue South		
158	3423 39th Avenue South		
159	3427 39th Avenue South		
160	3590 47th Avenue South		
161	3591 47th Avenue South		
162	1703 49th Street South		
163	1705 52nd Street South		
164	7005 University Drive		