



**REQUEST FOR PROPOSALS
for
Street Snow Plowing Services**

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 for the purpose of street snow plowing.

Contractor will deliver one (2) original RFP to the following Address:

City of Fargo Auditors Office
Snow Removal Services
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. Thursday, July 21, 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:
“Street Snow Plowing RFP”
- 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.

1. PURPOSE OF PROPOSAL

A. Scope of Services

The purpose of this Agreement provides the City of Fargo (hereinafter called City) and the successful proposer (hereinafter called Contractor) with a mutually acceptable Agreement to provide planned and emergency snow removal operations on local city streets and rights-of-way within the City of Fargo.

B. Areas

Contractor Area map attached to and made a part of this Agreement identifies the area that would become the Contractor's responsibility for snow removal operations under the terms and conditions of this Agreement.

Contractor Area map is provided so the proposer can analyze the location and approximate scope of the snow removal services proposed under this Agreement.

If at some point streets or cul-de-sac areas are added, the City will work with the Contractor on a mutually agreeable increase in service fees if the contract is renewed.

C. Administration

The Agreement shall be entered into with the City of Fargo and administered by the Director of Public Works or their designated representative.

D. Snow Removal

The City will require Contractor to perform curb to curb snow removal of streets and cul-de-sacs as shown within the Contractor Area map.

It is the intent of the City to retain the services of a Contractor for all snowfalls requiring complete plowing of snow from all City streets, cul-de-sacs and other right-of-ways. Under the current plan, these will typically be snowfalls of one inch or more of measureable snowfall. The Contractor area has been sized to allow snow removal operations to be completed in approximately 12 hours under typical storm conditions with optimum equipment allocations. The City will have sole discretion to when and if plowing operations will be initiated.

E. Scope of Operations and Pricing

It is the intent of the Agreement that the Contractor will provide an optimum amount and type of equipment to perform the entire snow removal operation for curb-to-curb plowing of public streets, including cul-de-sacs in a timely manner. During extraordinary snowfalls (8+ inches or more), this timeframe may need to be extended as the Contractor may need to utilize additional types of equipment to assist in clearing snow.

Pricing will be proposed for graduated per inch snowfall event at up to eight (8) inches of accumulation. When snowfall amounts exceed eight (8) inches or more, the Contractor will be compensated on an hourly basis. Hourly pricing for all types of equipment that may be utilized for an extraordinary event should be included in the Proposal. These rates will include all associated costs for each type of equipment. In the event of a long duration storm, if directed by the City to re-plow the designated areas once they have already been completed, the Contractor will be compensated for each respective plowing event.

2. LENGTH OF AGREEMENT

- A. This shall be an annual Agreement limited to the snow removal season commencing September 1, 2022, and ending May 30, 2023, inclusive. This Agreement may be renewed on an annual basis by written mutual consent of both the City and the Contractor. A mutually agreeable contract increase may be initiated in April of the renewing year.
- B. This Agreement may be terminated for cause, including failure to perform in accordance with any section of this Agreement. In the event of a failure to perform, the City will provide written notice, which will be delivered by registered mail to the Contractor at the address referenced on the Proposal form.

3. EQUIPMENT

A. Type of Equipment

Equipment and manpower recommended for cleaning snow as per the contract would include a minimum of two heavy pieces of equipment. Examples of accepted heavy equipment: wheeled end loader equipped with front plow and/or plow wing, motor grader with plow and/or plow wing. An equivalent combination of these units would be acceptable.

B. Accessories & Safety Equipment

All equipment shall be properly equipped and outfitted to meet all local, county, state or federal laws required for on-the-road emergency snow removal

operations. The City reserves the right to reject at any time, with notice to the Contractor, any equipment that does not appear to meet any applicable legal requirements.

4. OPERATION & MAINTENANCE

A. Operator

The Contractor shall ensure that the operators provided are fully trained and properly licensed to operate their respective equipment.

B. Parts & Fuel

The rates contained herein shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services.

5. COMPENSATION RATES

A. Operators

All rates quoted shall include full operation by qualified operators.

B. Quantities

Contractor Area rate quoted shall be based on completed plowing of the identified area. Hourly rates should also be included in the Proposal where required. In the event of a long duration storm event, if directed by the City to re-plow the designated areas, the Contractor will be compensated for each respective plowing event per the terms of the agreement. In the event that an area is missed or improperly plowed, it will be the Contractor's responsibility to correct the oversight at no additional cost to the City.

6. PERFORMANCE REQUIREMENTS

A. Personnel

The Contractor shall provide the City with the name, address and telephone number(s) for at least two designated contact personnel responsible for ensuring response to the City's request for snow removal service. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period the contract is in force including Saturdays, Sundays and Holidays.

B. Response Time

The Contractor shall respond and begin snow removal operations within one (1) hour from the start time requested by the City for any given snow removal request.

C. Down Time

The Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations.

D. Communications

The Contractor shall ensure that they can communicate with their assigned staff members at all times during snow removal operations. The applicable supervisor will have a cell phone for communication with the City. Contractor operators will be able to be contacted at all times either by radio or cell phone by their respective supervisor.

During an ordinary event, operators will contact City representative before plowing operations begin and will ensure City issued portable automated vehicle location unit is activated. This will allow the City to monitor overall plowing progress, and upon completion, review the AVL information to ensure all areas were plowed. When the Area is completed, the Contractor operator will contact City representative and confirm that Contractor area is completed. Failure to do so may result in forfeiture of payment for that area.

E. Authority/Direction

The Contractor and their designated operators shall respond to all directions given by the City in a positive, courteous, and timely manner during the snow removal operations. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of services due to incompetence, insubordination or inability of the piece of equipment to function properly for the requested services.

F. Non-Performance

The Contractor shall waive any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by the City either prior to, during or after any scheduled or emergency snow removal operation in lieu of these contractual services as may be necessary due to nonperformance or excessive delays of the Contractor.

G. Property Damage

The Contractor shall be responsible for any, and all, damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations.

7. COMPENSATION

A. Payment Schedule

All pay requests must be prepared and submitted by the Contractor as verified and approved by the Director of Public Works or his designated representative. Contractor shall invoice the City within 30 days of a completed service. The City shall make payment within 30 days of receipt of invoice.

B. Seasonal Minimum Compensation

The Contractor is guaranteed to be paid no less than **\$40,000** for each snow season, provided the Contractor has performed in accordance with all the provisions of this RFP throughout the entire snow season ("Minimum Compensation Amount").

The Minimum Compensation Amount per snow season for the contract will be **\$40,000**.

At the end of each snow season, after all Contractor invoices have been submitted, the sum of all money paid to the Contractor will be totaled. If the total dollar amount paid to the Contractor for that snow season equals less than the Minimum Compensation Amount, The City will pay the Contractor the difference between the amount paid during the snow season and the Minimum Compensation Amount. If the Contractor has already been paid the amount of the Minimum Compensation Amount or more for the snow season, it will not be entitled to any additional payment. Any Contractor who is called upon and does not respond will not be eligible for the Seasonal Minimum Compensation Amount. Eligible yearly Seasonal Minimum Compensation Amounts due or portions thereof shall be determined by City at the end of the snow season and the contractor shall submit an invoice after April 30 but before June 1, for payment.

NOTE: If the Contractor's contract has been terminated prior to the end of the snow season, it will not be paid any Seasonal Minimum Compensation Amount.

8. INSURANCE/LIABILITY/CLAIMS

A. Indemnification

The Contractor shall indemnify and hold harmless the City, its officers and employees, from all damages, claims, suits and actions of any description, for or resulting from injuries or damages received or sustained by any party or parties, arising out of any act, of said contractor, or his agents, in the execution of work under the contract.

B. Insurance

- a) Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract whether such operation by themselves or by anyone directly or indirectly employed by them.
- b) Prior to entering into a contractual agreement, the contractor shall furnish certificates of the following insurance to the City of Fargo, Public Works Department:
 - 1. Workers' Compensation
 - 2. Public Liability in the amount of \$2,000,000 per person.
\$500,000 per accident and property damage in the amount of \$300,000 per accident. All such liability insurance shall apply to liability assured under these specifications.

The City of Fargo shall be named as an additional insured to the extent of the operations under this contract.

- c) The certification of insurance shall be on file with the Public Works Department prior to any work being performed. Failure to maintain insurance during this contract period will result in contract forfeiture and will not be paid any Seasonal Minimum Compensation Amount.
- d) All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City prior to the time that any operations under this Contract are started.
- e) 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.

- f) All of said Contractor's certificates of insurance shall be written by an insurance company authorized to do business in the State of North Dakota.

9. AGREEMENT APPROVAL

A. Selection

The City reserves the right to retain the services of the Contractor who, in the opinion of the City, can best provide the services requested under this Agreement including availability and condition of equipment, competency of operators, and previous experience.

10. BID PROPOSALS

For the proposal, the Contractor will submit proposed rates in “all” of the snowfall amounts for the Contractor Area. This quotation shall be based on the completed Area rate dependent on snowfall amounts. All proposals must be type written or printed in ink and properly signed by an officer of the company. If the submitted proposal is accepted by the City and properly countersigned, it shall constitute a formal Agreement between the Contractor and the City with no further revisions, addenda or exceptions acknowledged unless previously noted in writing on the proposal form. All required performance bonds, insurance certificates and additional requested information shall be submitted in a form acceptable to the City within 15 days of execution of the Agreement and requested by the City.

11. NEGOTIATION

After evaluating proposals, the City may enter into negotiations with one Contractor or multiple Contractors. The primary purpose of negotiations is to maximize the City’s ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Contractor or multiple Contractors. Negotiations will be structured to safeguard information and ensure that all proposers are treated fairly.

SCHEDULE OF PRICES
CITY OF FARGO
DEPARTMENT OF PUBLIC WORKS

STREET SNOW PLOWING

The undersigned agrees to furnish personnel and equipment described on the preceding pages in accordance with the terms of this Proposal and Agreement at the rates entered below and at such time as they may be requested by the City.

The Contractor will propose a Completed Area Rate depending on snowfall depths. Completed Area Rates need to be completed for all of the snowfall amount categories to be valid. Snowfall amounts will be based on information obtained from the National Weather Service – Fargo Hector International Airport location. After the storm the Contractor and City staff will analyze the information on snowfall totals for the purpose of pay calculations. The City, however, will have the sole responsibility of approving the final calculation.

A quotation may be rejected if any alteration or erasure is made in entering the rates. Quotation rates must be entered in ink or typewritten.

Proposal – Completed Area

The following format may be used in the proposal to bid the Contractor area. The proposer may develop their own format, as long as all rates shown below are included.

Contractor Area

Completed Rate:

0-3" \$_____ /area

3.1-6" \$_____ /area

6.1-8" \$_____ /area

8.1"+ \$_____ /hour/unit

Additional Equipment

Provide a list of other types of equipment that the Contractor could provide during extraordinary events or winter conditions. This might include but is not limited to equipment such as dump trucks, backhoes, end loaders, motor graders, etc. Rates should be hourly and include all applicable costs such as operators, fuel, etc. A table similar to this one or another format can be utilized. Make sure all aspects included below are covered.

Description of Equipment	Unit Price (per hour)	Available Units

See attached maps to determine location of Contractor Area.

Rates for Area shall be final and the City reserves the right to accept or reject any or all proposals and waive irregularities and technicalities as determined when it may be in the best interest of said City.

PROPOSAL OF: _____
Firm Name (Please Print)

AUTHORIZED SIGNATURE: _____

Print Name

ADDRESS: _____
Address

City State Zip

Telephone

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.

