



650 23rd Street North, Fargo, North Dakota 58102 | p. 701-241-8140 | www.matbus.com

REQUEST FOR PROPOSALS
SNOW REMOVAL SERVICES FOR TRANSIT (MATBUS) PASSENGER SHELTERS & HUBS
CITIES OF FARGO AND MOORHEAD – TRANSIT DIVISIONS

Date Issued: September 25, 2017

The Cities of Fargo, North Dakota, and Moorhead, Minnesota, are requesting proposals for transit passenger shelter and hub snow removal services for the coordinated MATBUS system. Tasks will include snow removal from in and around shelters, clearing a walkway to and from shelters, and ensuring shelter areas are clear of ice. Tasks will also include snow removal from the parking lot and sidewalks at the Ground Transportation Center. This contract will not include any shelter window cleaning services.

Specifications and requirements are available by request for this five-year contract from Lori Van Beek, Moorhead Transit Manager, and Julie Bommelman, Fargo Transit Director, by email at Lvanbeek@matbus.com and JBommelman@matbus.com or by calling 701.241.8140.

Proposals will be received at the offices of the Metro Transit Garage, hereinafter called the "MTG", at 650 23rd Street North, Fargo, North Dakota 58102 until 2:00 p.m. (CDT) Monday, November 6, 2017 for Transit Passenger Shelter Snow Removal Services. Proposals received after the specified date and time will be considered late proposals and will not be opened or considered for award.

The Cities of Fargo and Moorhead reserve the right to reject any and all bids and to waive any informalities, irregularities, or technicalities in the bidding process. The Cities will award two separate contracts for Fargo and Moorhead. The contractor may choose to bid on Moorhead only, Fargo only, or both Fargo and Moorhead. Fargo consists of 74 standard passenger shelters and one transfer hub at the Ground Transportation Center; Moorhead consists of 29 passenger shelters and one transfer hub at the Marriott.

Up to 50% of the funding for the transit passenger shelter maintenance services contracts may be provided through a Federal Transit Administration operating grant, Catalog of Federal Domestic Assistance (CFDA) #20.507.

All bidders are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The Cities of Fargo and Moorhead will ensure that respondents to this request will not be discriminated against based on race, color national origin, sex, age, disability/handicap, or socioeconomic status.

If you have any questions regarding this request, please contact Lori Van Beek or Julie Bommelman at the E-mail addresses listed above or by calling 701.241.8140.

For the purposes of this procurement, the following proposal documents are applicable:

- Request for Proposals Cover Letter
- Instructions to Proposers
- Request for Proposals
- Scope of Work
- Submission of Proposal
- Federal Clauses & Standard Service Terms and Conditions
- Cost Summary (Appendix A) – refer to Excel Spreadsheet provided
- Certification Forms (Appendix B)
- Shelter Locations (Attachment 1)
- Evaluation Points (Attachment 2)
- Moorhead Marriott Diagram (Attachment 3)
- GTC Diagram (Attachment 4)
- Bid Proposal Form (Attachment 5)
- Reference Release (Attachment 6)
- Vendor Registration Form for MATBUS (Attachment 7)

INSTRUCTIONS TO PROPOSERS

1. GENERAL.

The following instructions by the Cities of Fargo and Moorhead are intended to afford proposers an equal opportunity to participate in the contracts.

2. SPECIFICATIONS.

- 2.1. Proposers are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the proposer's risk. Proposals that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.
- 2.2. The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

3. INFORMATION REQUIRED.

- 3.1. Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the Cost Summary and the Bid Proposal Form, which collectively shall constitute the proposer's offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to both Cities.
- 3.2. All prices shall be entered on the Cost Summary and are to be entered into the Excel spreadsheet. Totals shall be automatically calculated and entered in the "Total Price" column of the Cost Summary, and in case of discrepancy between the per shelter unit price and the extended total price, the unit price will be presumed to be correct.
- 3.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.
- 3.4. Information submitted in response to this RFP will not be released by the Cities during the proposal evaluation process or prior to contract award. Proposers are advised that the Cities may be required to release proposal information, other than trade secrets, after contract award.

4. SUBMISSION OF PROPOSALS.

- 4.1. Sealed Proposals should be submitted in an envelope marked on the outside with the proposer's name and address and proposal description addressed to:

ATTN: Lori Van Beek, Moorhead Transit Manager, and Julie Bommelman, Fargo Transit Director
650 23rd Street North
Fargo, North Dakota 58102
Proposal For: Passenger Shelter Snow Removal Services
Proposal Due Date: Monday, November 6, 2017, by 2:00 PM

- 4.2 The Cost Summary should be submitted in a separately sealed envelope** along with the proposal. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the Cities solely for the purpose of identifying the proposer for return of the proposal.
- 4.3** Bidders may choose to provide a bid for the Moorhead only, Fargo only, or for the full system, but each City will execute a separate contract.

5. PROJECTED SCHEDULE

The following is a schedule of dates/deadlines that pertain to all proposals received:
Note: Throughout this proposal, COB is "close of business" – this is 4:30 p.m. CDT (Central Daylight Time).

September 18	Cities release RFP document; publish advertisement, notify private sector.
October 9	Deadline for proposer's submittal of written request for clarification or modification of the RFP.
October 23	Cities' response to written request for clarification or modification of the RFP.
October 30 COB	Deadline for proposer's submittal of written bid protests regarding the solicitation (RFP).
November 6	Deadline for receipt of sealed proposals by 2:00 p.m. CDT in the Metro Transit Garage, 650 23 rd Street North, Fargo, North Dakota 58102.

November 11-27	Cities' review and evaluate proposals, interview finalists.
December 4	Deadline for proposer's submittal of written pre-award bid protests.
December 11	Moorhead City Council award of contract and notice to proceed issued, contingent upon Fargo City Commission approval.
December 18	Fargo City Commission award of contract and notice to proceed issued, contingent upon Moorhead City Council approval.
December 26 COB	Deadline for proposer's submittal of written post-award protests.
January 5	Cities' response to post-award protests.
January 12	Deadline for proposer's submittal of written appeal of post-award decision to appropriate City governing board.
January 19-22	Hold hearing of appeal of post-award decision with Fargo City Commission and Moorhead City Council.
January 23	Cities' final written determination on appeal issued. All decisions regarding protests shall be considered final.
January 1	Successful proposer commences service.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

Proposals may be modified or withdrawn by written or email notice received by the Cities prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a proposer or an authorized representative prior to the proposal deadline; provided the proposer's identity is made known and he or she signs a receipt for the proposal.

7. EVALUATION FACTORS.

The Cities will award contracts based upon the criteria set forth in the Request for Proposals, Attachment 2.

8. ELIGIBILITY FOR AWARD.

- 8.1. In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the Cities must be able to determine that the proposer is responsible to perform the Contract satisfactorily.
- 8.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.
- 8.3. Responsible proposers at a minimum must:
 - 8.3.1. Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
 - 8.3.2. Have a satisfactory record of past performance;
 - 8.3.3. Have necessary management and technical capability to perform;
 - 8.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;
 - 8.3.5. Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and
 - 8.3.6. Sign the Certification Regarding Debarment; Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying.
 - 8.3.7. Sign the Certification of Restrictions on Lobbying
 - 8.3.8. Provide a proposal security deposit in the form of cashier's check or bond to the Cities of Fargo and Moorhead.
- 8.4. A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible, and the proposal shall be rejected.

9. RESERVATION OF RIGHTS.

The Cities of Fargo and Moorhead expressly reserves the right to:

- 9.1. Reject or cancel any or all proposals;
- 9.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;
- 9.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 9.4. Extend the proposal due date;
- 9.5. Reissue a Request for Proposals;
- 9.6. Procure any item or services by other means;

- 9.7. The Cities reserve the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and
- 9.8. The Cities reserve the right to negotiate a Contract with the proposer having the best evaluation as determined by each City. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The Cities additionally reserve the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to the Cities and commence negotiations with the next best-rated proposer.

10. ADDENDA, REQUESTS FOR MODIFICATION OR CLARIFICATION, PROTEST PROCEDURES

- 10.1. Addenda: In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this RFP, a written addendum to the RFP will be provided to each prospective proposer by mail or e-mail. Receipt of all addenda must be acknowledged by each prospective proposer as requested on the Bid Proposal Form; acknowledgements for email receipt of addenda will be done by recipient sending an email acknowledgement. Oral instructions by the City of Fargo/City of Moorhead representatives are not binding.
- 10.2. Request for Modification or Clarification: Requests for clarification or modification of this RFP must be in writing. The Cities must receive any such request by **COB October 9, 2017**. Any request must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or amendment of this solicitation.

Inquiries about Fargo-Moorhead Transit services and the Request for Proposal shall be directed to:

Julie Bommelman
Transit Director
City of Fargo
650 23rd Street North
Fargo, ND 58102
TEL: (701) 476-6737
FAX: (701) 241-8558
jbommelman@matbus.com

or

Lori Van Beek
Transit Manager
City of Moorhead
650 23rd Street North
Fargo, ND 58102
TEL: (701) 476-6686
FAX: (701) 241-8558
lvanbeek@matbus.com

10.3. Bid Protest Procedures

- 10.3.1. General: Protests will be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The Fargo Transit Director and the Moorhead Transit Manager will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before

or after award. All protests shall be in writing and shall be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. Protest submissions should be concise, logically arranged, and clearly state the ground for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protestor.
- Identification of the solicitation or bid.
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- A statement as to what relief is requested.

Protests should be sent via certified mail through the U.S. Postal Service to:

**City of Fargo
Transit Director
650 23rd Street North
Fargo, ND 58102**

**City of Moorhead
Transit Manager
650 23rd Street North
Fargo, ND 58102**

Protests must be filed with the Cities in accordance with our procedures and time requirements. The protest to the Cities must be complete and contain all the issues that the protestor believes relevant. The Cities will respond to each substantive issue raised in the protest. Failure to include an issue in the protest to the Cities will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by the Cities, protestor may file a protest with FTA under certain limited circumstances listed in paragraph 10.3.6.

On occasion, when considered appropriate by the Fargo City Administrator and/or the Moorhead City Manager, an informal conference on the merits of the protest with all interested parties may be held.

10.3.2. Protests Before Award

- 10.3.2.1. **Solicitation Phase:** Protests concerning the solicitation must be submitted in writing by **COB October 30, 2017**. If the written protest is not received by the time specified, award may be made in the normal manner unless the Fargo Transit Director and the Moorhead Transit Manager, upon investigation, find that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential bidders or offerors.

- 10.3.2.2. Pre-Award Phase: When a protest against the making of an award is received after receipt of bids or proposals but prior to award, **COB December 4, 2017**, the Fargo Transit Director and the Moorhead Transit Manager may determine to withhold the award pending disposition of the protest. The Cities will provide a written response to each material issue raised in the written protest. Notice of a protest as well as the Cities' response will be provided to bidders/proposers who responded to the solicitation and are in line for the award of a contract.

Where a written protest against the making of an award is received by the time **COB December 4, 2017**, an award will not be made unless the Cities determines that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly; or,
- Failure to make award will otherwise cause undue harm to the Cities or the Federal Government.

If award is made, the Fargo Transit Director and the Moorhead Transit Manager will document the file to explain the need for an award and will give written notice of the decision to proceed with the award to the protestor and, as appropriate, to others concerned.

- 10.3.3. Protests After Award: A protest received by **COB December 26, 2017**, shall be reviewed by the Fargo Transit Director, the Moorhead Transit Manager, and the Legal Department. The selected contractor will, in any event, be furnished with the notice of protest and the basis therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Cities' interest, the Fargo Transit Director and the Moorhead Transit Manager may consider a mutual agreement with the contractor to suspend performance on a no-cost basis. A written response by the Fargo Transit Director and the Moorhead Transit Manager will be issued by **COB January 5, 2018**.

- 10.3.4. Post-Award Appeals: Appeals must be sent in writing to the Fargo City Commission and/or the Moorhead City Council by **COB January 12, 2018**. The Fargo City Commission and/or the Moorhead City Council will schedule a hearing between **January 16, 2018 and January 22, 2018**, where the appellant may be heard. The Fargo City Commission and/or the Moorhead City Council will issue the Cities a final written determination **by January 23, 2018**.

The decision of the Commission and/or Council is **final** and **no further appeals** may be made.

10.3.5. **Determination of Interested Party:** An interested party is an actual prospective bidder or offeror whose direct economic interest would be affected by award of a contract or failure to award a contract. This definition specifically excludes subcontractors and suppliers.

10.3.5.1. The ability to qualify as an actual or prospective bidder/proposer ends when the bid/proposal period ends.

10.3.5.2. The offer received from the protestor must be technically responsive.

10.3.5.3. The protestor must be the next in line to receive the award if the protested issues prevail.

10.3.5.4. If not next in line, the protestor must successfully challenge all intervening offers to establish next in line status.

10.3.6. **Protests to FTA:** Under certain limited circumstances, an interested party may protest to FTA the award of a contract pursuant to an FTA grant. FTA's review of any protest will be limited to alleged failure of the Cities to have or follow its written protest procedures or alleged failure to review a complaint or protest.

10.3.6.1. **Time for Filing**

An appeal to FTA must be received by FTA Region VIII within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA. Protests should be addressed to:

**U.S. Department of Transportation
Federal Transit Administration, Region VIII
1961 Stout Street, Suite 13301
Denver, CO 80294-3007**

Violations of Federal law or regulation will be handled by the complaint process stated within the law or regulation.

10.3.6.2. **Submission of Protest to FTA**

10.3.6.2.1. A protestor must exhaust all administrative remedies with the Cities before pursuing a protest to FTA.

10.3.6.2.2. Protests to FTA should be sent to the FTA Regional or Headquarters Office. A concurrent copy of the protest must be sent to the Cities.

10.3.6.2.3. The protest filed with FTA shall:

- Include the name and address of the protestor.
- Identify the Cities and the number/title of the contract solicitation.
- Contain a statement of the grounds for the protest and any supporting documentation. This should detail the alleged failure of the Cities to have or follow its protest procedures or the alleged failure to review a complaint or protest.
- Include a copy of the local protest filed with the Cities and a copy of the Cities' decision, if any.

10.3.7. Other Remedies: Contractors may seek remedy in the North Dakota/Minnesota state courts, as applicable, if they desire to do so.

REQUEST FOR PROPOSALS

INTRODUCTION ---

Snow Event: The Contractor will be required, after every snowfall with an accumulation greater than 2 inches, to remove and clear snow from inside and around the bus shelters within 24 hours of the completion of the snow event. This includes the removal of all snowfall from the concrete pad on which the shelter is installed. Piling the snow around the edges of the concrete pad will not be acceptable. The area inside of the bus shelter must be entirely clear of snow and ice. The Contractor will be required to ensure a pathway (with a minimum width of 48 inches) clear of snow and ice from the bus shelter entrance to the roadway.

Snow Event Follow-up: Contractor will also be required to visit all shelters within one week of a snow event to ensure that access to the shelters is not compromised because of snow or ice accumulation. The follow-up visit will be within 24 hours for shelters located along primary and secondary snow emergency routes (noted on Attachment 1).

Shelter Hubs: Special instructions for snow removal, snow event follow-up and periodic inspections are listed below for the shelter hubs (Marriott in Moorhead and Ground Transportation Center in Fargo).

Monthly reports and invoices: Monthly reports must be provided to the Transit staff (to accompany required monthly billing invoices) listing the dates and approximate times that each of the passenger waiting shelters were serviced. Payment will not be made by the Cities without such documentation. Shelter locations are listed at the end of this document (Attachment 1). Separate invoices will be provided to each City for payment.

MOORHEAD MARRIOTT HUB ---

The Contractor will be required to service the Moorhead Marriott Hub (11th Street South between 26th and 28th Avenues, Moorhead, MN) before the first bus arrives at 6:00 AM on days when snowfall meets the two-inch (2") accumulation requirement outlined above. The entire length of sidewalk (between the curb and shelter/seating area) from the cross walk on 28th Avenue S. to the driveway to the north of the utility fence must be cleared, including the accessible curb cut. Due to the large size of this Hub, the Contractor will need to allocate more time for snow clearing/de-icing than is given a standard shelter. See Attachment 4 for a diagram of the requirements. Contractor will also be required to visit the Marriott Hub within 24 hours of a snow event to ensure that access is not compromised, and, if so, remove any snow ridges and apply de-icer/treatment chemicals. In addition, the Contractor will inspect the Marriott Hub two times per week to determine if additional snow removal or de-icing is required for safe access for passengers. The fee for this inspection shall be invoiced for each week during the winter season, defined as first snow fall to final snow melt, unless

notified by the City that it is no longer needed. The winter season is estimated to last from November 3rd through April 8th.

FARGO GROUND TRANSPORTATION CENTER (GTC) HUB _____

The Contractor will be required to service the GTC (502 Northern Pacific Ave, Fargo, ND) before 5:30 AM on days when snowfall meets the 2 inch accumulation requirement outlined above. The entire length of the sidewalk running along NP must be cleared from the western property line (fence on the west side near 5th St. N.) to the eastern property line (bus entrance for the GTC by the Municipal Court building) including the accessible curb cut. The pedestrian walkways that run between the GTC building and parking lot area must also be cleared of snow. Additionally, the entire parking lot of the GTC, including the inlet and outlet roads must be cleared of snow. No de-icing is required for the GTC unless requested by the City. See Attachment 5 for a diagram of the requirements.

DE-ICING / TREATMENT CHEMICALS _____

For certain shelters, the Contractor will be required to return within 24 hours of the completion of snow removal to remove additional snow that may have been plowed onto the sidewalk, and to lay down de-icing treatment chemicals. For other shelters, the Contractor must return within a week of snow removal completion for additional snow removal and de-icing. See Attachment 1 for full details.

Contractor will be required to have their choice of de-icer/treatment chemicals verified by the Cities to avoid concrete damage and provide the most effective slip resistance. The Cities may request additional trips as needed.

BASIS FOR CONTRACT AWARD _____

The Cities of Fargo and Moorhead shall select a contractor to provide snow removal services for transit (MATBUS) passenger shelters on the basis of qualifications, costs, previous experience, references, responsiveness and other relevant information as listed in the evaluation form, Attachment 2.

- The Contractor shall be required to submit a minimum of two contacts (with telephone and email contact information) for references and assigned Reference Release Form (Attachment 6) along with his or her proposal.
- It is recommended that the Contractor supply the Cities with its qualifications, in addition to describing how said qualifications or prior experiences apply to this project.
- The Contractor is advised to submit his or her plan for snow removal, in addition to a brief description of equipment available to the Contractor, to demonstrate his or her ability to effectively respond to large snow events in a timely fashion.
- The Contractor will be required to enter into two separate contracts – one with the City of Fargo and the other with the City of Moorhead. Separate invoicing will also be required.

- The Contractor must register as a vendor with MATBUS by completing the Vendor Registration Form (Attachment 7).

ADDITIONAL SHELTERS _____

As the metropolitan transit system continues its growth and expansion, additional shelters will likely be added during the duration of this contract. Accordingly, the Cities reserve the right to amend the contract to include the snow removal of any new shelters at the current costs (per single shelter) at the time of induction.

INDIVIDUAL CLEANING REQUESTS _____

In the event that the Transit Administration office receives complaints regarding the lack of snow removal at a shelter (or the re-accumulation of snow caused by various weather conditions), the Contractor will be contacted. The Contractor must clean the shelter within 24 hours of notification. The Cities will pay the Contractor the same per-shelter rate for individual cleaning requests as it pays for a snow event per-shelter rate.

The Cities can also contact the Contractor about ice accumulation at shelters or hubs for any number of individual shelters/hubs or the entire system. The contractor will provide a Cost Summary for ice removal or de-icing treatment for an individual shelter/hub, and for the entire system. In the event that several shelters/hubs must be de-iced, but not the whole system, the Contractor will be paid the single shelter/hub cost times the number of shelters/hubs. Shelters must be de-iced within 24 hours of notification; hubs (Marriott and GTC) must be de-iced within 3 hours of notification.

ONGOING SNOW EVENT DURING BUSINESS HOURS _____

In the event of an ongoing snow event during business hours, the Contractor should be prepared to remove snow from the Hubs up to two times throughout the day. The Contractor must respond to notification by the Cities within 3 hours during an ongoing event. The Contractor will be notified if the Cities cannot continue services for the day, and ongoing snow removal will not be needed. MATBUS business hours are defined as 6:00 a.m. to 11:30 p.m., Monday through Saturday.

COMMUNICATIONS BETWEEN CONTRACTOR AND CITY EMPLOYEES _____

In addition to a telephone number, the Contractor shall be required to provide the Cities of Fargo and Moorhead with an email address that will be checked (and responded to) by the Contractor at least once per 24-hour period. The Cities will utilize this email address as the primary means of communication to alert the Contractor of specific cleaning tasks, problems, etc. **This is a firm and non-negotiable requirement of this contract.** Correspondence via email and telephone are the most preferred contact methods; any face-to-face meeting with City staff members must be scheduled in advance with the City employee(s).

DAMAGE TO THE CITIES' PROPERTY _____

The Contractor will ensure that all equipment utilized during the duration of the agreement (including de-icing solutions) will not damage the sidewalk or the transit passenger shelters' interior and exterior materials, such as (but not limited to) glass panels, benches, shelter walls, solar display units, display cases and the concrete base pads. In the event that such damage occurs, the Contractor shall promptly reimburse the Cities for the cost to repair or replace such materials.

INSURANCE

The Contractor shall furnish within fifteen (15) days after contract award evidence of insurance providing coverage for all services provided for the duration of the contract and shall include the following: \$1,000,000 Comprehensive General Liability coverage. Also, the Contractor shall be required to maintain this insurance in force until the project is completed and accepted. In addition, the Contractor shall name the Cities of Fargo and Moorhead as additional named insureds to said policies with regard to the services and products being provided. The policy shall state that the insurance company will give the Cities of Fargo and Moorhead thirty (30) days written notice prior to cancellation of this policy.

WORKERS' COMPENSATION

The Contractor shall be required to obtain and keep in force during the terms of operation covered by this proposal North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance and applicable Unemployment Insurance, all as provided more fully below. Certificates evidencing the required insurance will be furnished to the Cities prior to commencing any work under this contract. If the Contractor does not currently meet the requirements listed below, the Contractor shall submit a letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage.

- North Dakota and/or Minnesota Worker's Compensation and Employer Liability Insurance at the limits established by the States of North Dakota and Minnesota. Deductible and Self Insured retainers, if any, shall be identified in the Bidder's proposal. All deductible payments are the responsibility of Contractor.
- Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City of Fargo/City of Moorhead shall have received written notice of such cancellation or reduction by certified mail."
- Contractor will provide the Cities of Fargo and Moorhead documentation proving insurance coverage, in the form of a Certificate of Insurance, within fifteen (15) days of notice of contract award or ten (10) days before commencing snow removal services, whichever occurs first.

**SUBMISSION OF PROPOSAL
REQUIRED COMPETITIVE PROCUREMENT PROPOSAL FORM**

The Cities of Fargo and Moorhead will employ the competitive procurement purchase process in the award of this offer. Offers shall be submitted in two (2) separate packages.

Proposers, which have relevant experience, are invited to complete and submit proposals. To enhance comparability, proposal elements must be addressed in the informational sequence noted below:

- Cover Letter,
- Bid Proposal Form, including Approach and Work Plan,
- Qualifications and References,
- Experience,
- Insurance Certificate or Letter
- Certification Forms
- Vendor Registration Form, and
- Cost Summary Spreadsheet (submitted in a separately sealed envelope).

The following documents must be signed and returned with your proposal in order for it to be considered responsive:

- Response to RFP: one (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,
- Proposal security payments to City of Fargo and to City of Moorhead
- Cost Summary (Appendix A): one (1) original in a separately sealed envelope and a copy in Excel supplied on a USB Flash Drive,
- Signed Certifications (Appendix B)
 - Certification Regarding Debarment, Suspension & Other Responsibility Matters
 - Certification of Restrictions on Lobbying
- Vendor Registration Form

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the “Instructions to Proposers” section 5 above. The proposal contents shall include the following:

Proposal Contents and Format

The contents of the proposal shall include the following:

Cover Letter

Include appropriate introductory and contact information, including the name of the firm's principal liaison.

Bid Proposal Form, Including Approach and Work Plan

Proposer must complete the Bid Proposal Form and include a detailed work plan outlining all of the specific tasks that will need to be undertaken and the procedures that will be used to accomplish the Scope of Work. Please indicate the equipment and manpower that will be used in providing this service, as well as the cleaning methods.

Qualifications and References

Proposer must detail qualifications of firm in performing this type of work and provide references.

Experience

Firm - Proposer must submit any information appropriate to the RFP necessary to establish qualifications and experience (i.e.; references with contact name and telephone number).

Personnel - Proposer must include detailed work experience and number of specific personnel who will be directly involved ("hands-on" personnel) with this project and identify the proposed project manager.

Insurance Certification or Letter

Certification Forms

Vendor Registration Form

Proposal Security

Cost Summary (Sealed Separately)

Proposer must submit the Cost Summary with its proposal. All costs to be incurred and billed to the Cities of Fargo and Moorhead will be firm and included in this Summary. (Failure to complete and return this section will be cause for rejection of this proposal as non-responsive.) Cost Summary must be submitted in a separately sealed envelope.

All information must be legible. Any and all corrections and/or erasures must be initialed. Authorized respondent must sign each proposal and required information must be provided. A neatly typed document of reasonable length, following the RFP outline, is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by bidder. Bidders will not include any such expenses as part of the price proposed in response to this RFP.

Before completing the Bid Proposal Form, Proposers should read the entire Request for Proposals (RFP) carefully to insure that any proposals submitted are responsive to this

request. Particular attention should be made of the completion of all forms enclosed and submission of proposals in required format. Failure to provide all information requested herein may cause the proposal to be rejected as nonresponsive.

Proposals shall provide a concise delineation of the proposer's capability to satisfy the requirements of the RFP. A duly authorized officer of the company will sign each proposal.

PROPOSAL SECURITY

FARGO

No proposal will be considered by the Cities to be responsive to this request unless accompanied by a cashier's check payable to the City of Fargo by a responsible, solvent bank in the United States in an amount equal to five percent (5%) of the first year of the contract amount; or, a bond executed by a surety company authorized to transact business in the State of North Dakota in an amount equal to five percent (5%) of the first year contract amount. The first year contract amount on which this shall be computed is the Fargo Only total from the Cost Summary. Such surety will be retained by the City of Fargo if the successful proposer fails, neglects or refuses to execute the contract, or fails to commence service as required under the contract. The check or bond of the highest ranked proposer will be returned after the execution of the contract. The check or bond of the second highest ranked proposer will be returned after the execution of the contract with the successful proposer. The checks or bonds of all other proposers will be returned promptly after the award of the contract by the City of Fargo.

MOORHEAD

No proposal will be considered by the Cities to be responsive to this request unless accompanied by a cashier's check payable to the City of Moorhead by a responsible, solvent bank in the United States in an amount equal to ten percent (10%) of the first year of the contract amount; or, a bond executed by a surety company authorized to transact business in the State of Minnesota in an amount equal to ten percent (10%) of the first year contract amount. The first year contract amount on which this shall be computed is the Moorhead Only total from the Cost Summary. Such surety will be retained by the City of Moorhead if the successful proposer fails, neglects or refuses to execute the contract, or fails to commence service as required under the contract. The check or bond of the highest ranked proposer will be returned after the execution of the contract. The check or bond of the second highest ranked proposer will be returned after the execution of the contract with the successful proposer. The checks or bonds of all other proposers will be returned promptly after the award of the contract by the City of Moorhead.

FEDERAL CLAUSES

This contract may be funded up to 50% through an operating grant from the Federal Transit Administration, catalog of Federal Domestic Assistance (CFDA) #20.507. As such, all applicable federal clauses and regulations apply.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of

making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of the litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (22) dated October, 2016) between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

- **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:
 - **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of labor, 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, Amending Executive Order 11246 Relating to

Equal Employment Opportunity, 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementation requirements FTA may issue.

- Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

TERMINATION PROVISIONS

- The Cities of Fargo and or Moorhead reserve the right to cancel this contract, for any reason, with 90-days notice.
- The Cities of Fargo and Moorhead reserve the right to cancel any contract resulting from this procurement for cause by written notices to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the Cities of Fargo and Moorhead.
- The Cities of Fargo and Moorhead may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Fargo City Commission or Moorhead City Council, a significant increase in local costs; or, in the opinion of the Fargo City Commission or Moorhead City Council insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the Cities of Fargo and Moorhead will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

- All Proposers are hereby notified that the Fargo and Moorhead transit systems pursuant to this RFP are dependent upon the necessary receipt of local, state and federal funding.
- In the event of any termination, the Cities of Fargo and Moorhead shall pay the agreed rate only for services delivered up to the date of termination. The Cities of Fargo and Moorhead has no obligation to Contractor, of any kind, after the date of termination. Contractor shall deliver all records, equipment and materials to the Cities of Fargo and Moorhead within 24 hours of the date of termination.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

In connection with the performance of this service, the Contractor will cooperate with the Cities of Fargo and Moorhead in the utilization of disadvantaged business enterprises (DBE) including women-owned business enterprises and small businesses enterprises (SBE) for the duration of the contract and will use its best efforts to insure that DBE and SBE have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with DBE and/or SBE, the Contractor agrees to take affirmative action to identify disadvantaged business and small business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any DBE goals established by Fargo/Moorhead for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the Cities with the necessary certification and records for reporting purposes. The majority of the contract is labor, which is not a contracting opportunity.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Cities deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance, as applicable.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Cities. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Cities whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of

work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Cities.

Outreach: The Contractor will work to identify potential DBEs and SBEs and check applicable directories. If a DBE/SBE provides goods or services that are applicable to the project, the Contractor will check the listing of eligible DBEs/SBEs and notify the DBE/SBE of the contracting opportunity and given a chance to bid on the project. SBEs are defined according to number of employees and gross receipts, and thresholds are determined by the Small Business Administration according to industry type.

INCORPORATION OF FTA TERMS

Provisions within this Request for Proposal include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Cities of Fargo and Moorhead requests which would cause the Cities of Fargo and Moorhead to be in violation of the FTA terms and conditions.

SUSPENSION AND DEBARMENT

The Proposer certifies that his/her firm is not included on the U.S. Comptroller General's or General Services Administration's Consolidated List of Persons or Firms Currently Debarred or Suspended for Violations of Various Public Contracts Incorporating Labor Standards. Review, sign and include the form found in Appendix B with the proposal packet.

PROVISIONS FOR BREACH OF CONTRACT AND DISPUTE RESOLUTION

Disputes will be presented in writing to the appropriate City personnel – the Fargo Transit Director, Assistant Transit Director, Moorhead Transit Manager and Fargo Transit Planner. City personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

Fargo: If the Fargo Transit Director, Assistant Transit Director, Transit Planner and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten (10) working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten (10) working days of the Fargo City Administrator's decision to the Fargo City Commission – it is the sole responsibility of the Contractor to schedule a hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Moorhead: If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten (10) working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten (10) working days of the Moorhead City Manager's decision to the Moorhead City Council – it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing. The decision of the Moorhead City Council shall be binding upon the Contractor and the Contractor shall abide by the decision.

Unless otherwise directed by the Cities of Fargo and Moorhead, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.

LOBBYING RESTRICTIONS

The Proposer certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly. Review, sign and include the form found in Appendix B with the proposal packet.

CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and polices relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (COPELAND ACT)

The Contractor shall comply with provisions under the Copeland (Anti-Kickback) Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

CONFIDENTIALITY OF PROPOSAL INFORMATION

Each proposal and supporting documents must be submitted in or under cover of a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening.

Financial information required to be submitted with proposals to establish financial responsibility; cost/price proposals; and other financial data, such as overhead rates, etc. shall be handled as confidential data to the extent allowed under applicable law, including Minnesota Government Data Practices Act, M. S. Chapter 13, and utilized on a "need-to-know" basis for proposal evaluation. Such information shall be treated as confidential to the extent allowed under North Dakota's open records law, Chapter 44-04, N.D.C.C. (specifically, N.D.C.C. § 44-04-18.4).

ACCURACY OF PROPOSAL _____

Each proposal is publicly opened and the name of bidder is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.

PROPOSALS BINDING

All proposals submitted in accordance with the terms and conditions of the RFP shall be binding upon the bidder for ninety (90) calendar days after the proposal opening.

DISCLAIMER OF LIABILITY

The Cities of Fargo and Moorhead will not hold harmless or indemnify any contractor for any liability whatsoever.

HOLD HARMLESS

The Cities of Fargo and Moorhead will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

LAWS GOVERNING

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of North Dakota and Minnesota, as applicable.

CONDITIONAL PROPOSALS

Conditional proposals are subject to rejection in whole or in part.

SUBLETTING OF CONTRACT

The contract that will be derived from this RFP shall not be sublet except with the written consent of the Cities of Fargo and Moorhead. No such consent shall be construed as making the Cities of Fargo and Moorhead a party to such subcontract, or subjecting the Cities of Fargo and Moorhead to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his or her liability and obligation under his or her contract, and all transactions with the Cities of Fargo and Moorhead must be through the General Contractor.

ASSIGNABILITY/TRANSFER OF INTERESTS _____

There shall be no assignment/transfer of interests or delegation of Contractor's rights, duties or responsibilities of Contractor under the contract derived from this RFP without the prior written approval of the Cities of Fargo and Moorhead

SEVERABILITY

In the event any provision of the contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

REGULATORY REQUIREMENTS

The Contractor shall comply with all Federal, State, and local licensing, training, testing and/or regulatory requirements (including permits) for the provision of transit passenger shelter maintenance services. The successful Contractor shall be appropriately licensed for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. Contractor is liable for any and all taxes due as a result of the contract.

RESPONSIBLE FIRMS

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

RESERVED RIGHTS

The Cities of Fargo and Moorhead reserve the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities and negotiate any or all elements of the proposals.

WAIVER

By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of work or the furnishing of the labor services, supplies, materials, or equipment and facilities called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the labor, services, supplies, materials or equipment and facilities required by the Contract Documents. The Proposer waives any claim for the return of its proposal security (if any) if, on account of errors or omissions claimed to have been made by it in its proposal or for any other reason it should refuse or fail to execute the contract.

INDEPENDENT PRICE DETERMINATION

The Proposer certifies that he/she has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person to put in a sham proposal or to refrain from proposing, and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with any person, to fix the proposal amount herein or any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure any advantage against the Cities of Fargo and Moorhead or any person interested in the proposed contract.

PROHIBITED INTEREST

No administrator or employee of the Cities of and no member of its governing body shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent would be involved.

No member or delegate to the North Dakota Legislature, Minnesota State Legislature or to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

APPENDIX A

REFER TO COST SUMMARY EXCEL SPREADSHEET

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION & OTHER RESPONSIBILITY MATTERS**

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this certification.

CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Date

Signature

Company Name

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf of _____ that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contact, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____.

By: _____

Shelter Locations

Shelters identified as located along primary and secondary snow removal routes must be returned to within 24 hours of snow removal completion for maintenance & de-icing:

*NOTE: All Moorhead shelters must be returned to within 24 hours.

MOORHEAD SHELTERS (Primary & Secondary Snow Removal Routes)		
101	Center Mall Downtown	Center Ave & 5th St
102	US Bank Downtown	Center Ave & 5th St
103	River View	2nd Ave & 8th St N
104	Clay County Courthouse	11th St N & 8th Ave
106	Regal Estates	4th Ave & 24th St N
107	Old Wal-Mart Shelter	34th St near 4th Ave N
108	New Walmart	8th Ave & 34th St. N.
109	Target	Hwy 10 Frontage Road near 34th St
110	Romkey Addn.	20th St & 18th Ave S
111	M State (Tech College)	28th Ave S
112	Queen's Addn.	18th St & 32nd Ave S
113	Belsly Blvd. - Lakeland	11th St & 32nd Ave S
114	Safari Theater	9th St & 30th Ave S
115	Days Inn	30th Ave & 5th St S
116	LinkFM	Center Mall East Parking Lot
117	Brookdale Mall	24th Ave & Rivershore Drive S
118	Marriott Hub	11th St between 26th & 28 th Ave S
120	Concordia Campus	8th St & 11th Ave S
121	Churches United for the Homeless	1st Ave N & 18th St
122	Public Library	5th St & 2nd Ave S
123	Hornbacher's	11th St & 2nd Ave S
124	Apartment Buildings	20th Street South (midblock 12th & 14 Ave)
125	Moorhead High	4th Ave Oak Way S
127	MSUM Campus	11th St at Center for Business
128	MSUM Campus	14th St S
129	Concordia Campus	5th St S
130	34th Street	12th Ave & 34th Street South Circle
131	Sam's Club	27th Avenue in front of Sam's
132	Horizon Middle School	40th St South between 12 Ave & Ridgewood
133	Cashwise Parking Lot	Between 30th & 34th Street N
FARGO SHELTERS (Primary & Secondary Snow Removal Routes)		
201	ND Job Service/Wendy's	Westrac & 13th Avenue South

202	ND Job Service / Scheel's	32nd Street & 13th Avenue South
203	CVS Pharmacy	25th Street & 13th Avenue South
204	Market Square (Block-Buster)	Demores Drive & 13th Avenue South
205	Benson Bunker Fieldhouse (NDSU)	University Drive & Centennial Blvd.
206	Essentia Clinic / Sanford	12th Street & 17th Avenue South (north side)
207	Essentia Clinic / Sanford	12th Street & 17th Avenue South (south side)
209	VA Hospital	Elm Street & 21st Avenue North
210	Kmart Transfer Hub	14th Street & 25th Avenue South
210	Kmart Transfer Hub #2	14th Street & 25th Avenue South
211	Fraser Halls	University Drive & 8th Avenue South
212	Island Park	4th Street & 6th Avenue South
213	Evaluation & Training Ctr.	4th Street & 9th Avenue South
214	University Drive Manor	12th Street & 1st Avenue North
215	North of Roosevelt Elementary	10th Street & 12th Avenue North
216	Colliseum	10th Street & 17th Avenue North
217	Bison Sports Arena (NDSU)	University Drive & 17th Avenue North
218	Trollwood Village	Broadway & 31st Avenue North
219	Fargo North High	Broadway & 19th Avenue North
220	Memorial Union Transit Hub (NDSU)	Administration Avenue
221	Washington Elementary	Broadway & 17th Avenue North
222	Casey's General Store	Broadway & 15th Avenue North
223	Sanford Health (east-side)	Broadway & 8th Avenue North
224	Saint Mary's Cathedral	Broadway & 6th Avenue North
225	Bison Court (NDSU)	University Drive & 15th Avenue North
226	FamilyFare	University Drive & 7th Avenue North
227	Essentia Health	30th Street & 32nd Avenue South
228	Residential Area	17th Avenue South & East Gateway Circle
229	New Horizons	Broadway & 25th Avenue North
231	Southeast Human Services	Midblock & 9th Avenue South
232	Lewis & Clark Elementary	16th Street & 17th Avenue South
233	YWCA / Friendship	University Drive & 31st Avenue South
234	The Bowler	University Drive & 26th Avenue South
235	Skills & Technology Center	University Drive & 19th Avenue North
236	Sanford SouthPointe	23rd Street & 32nd Avenue South
237	Bethany Homes	University Drive & 3rd Avenue South
238	Essentia Clinic / Sanford	University Drive & 18th Avenue South
241	Cass County Government	10th Street & 2nd Avenue South
242	Sanford Health (west-side)	Broadway & 8th Avenue North

243	Prairie Psychiatric	4th Street & 6th Avenue South
244	Candlewood Suites (NDSU)	18th Street North & Research Park Drive
245	Holiday Station / Pioneer Manor	11th Street & 2nd Avenue North
247	Engineering & Tech (NDSU)	Albrecht Boulevard & Centennial Boulevard
248	Wallman Wellness Center	Centennial Boulevard & 18th Street North
249	High Rises--Residence Halls (NDSU)	Albrecht Boulevard & 15th Avenue North
251	Visitor Pay Lot (NDSU)	Albrecht Boulevard (mid-block)
256	Niskanen Housing Complex (NDSU)	University Drive & 18th Avenue North
257	Fargodome (northeast corner)	University Drive & 19th Avenue North
258	Apartments (NDSU)	Dakota Drive & 16th Street North
261	Residential Area	27th Avenue & 15th Street South
262	Apartment Loop (east-side)	31st Avenue & 32nd Street South
263	Saint Anthony's Catholic Church	8th Avenue & 10th Street South
265	Walmart at the District	37th Street & 55th Avenue South
266	Apartments (east of Interstate 29)	17th Avenue South & 35th Street
267	Rosewood on Broadway	13th Avenue North & Broadway
268	Stevens Hall (NDSU)	Centennial Boulevard & Bolley Dr
269	Apartments (NDSU)	11th Avenue & 18th Street North
270	Walmart (13th Avenue)	47th Street & 11th Avenue South
271	Gate City Bank	25th Avenue North & Broadway
272	Noridian Administrative Services	42nd Street South & 9th Avenue
273	ShareHouse	9th Avenue South & 9th Avenue Circle
274	Osgood Hornbacher's	40th Avenue South (midblock)
275	Sheyenne Ninth Grade Center	40th Avenue South & Veteran's Boulevard
	Ground Transportation Center (GTC) Transfer Hub	502 NP Avenue

Shelters identified as NOT along primary or secondary snow removal routes must be returned to within a week of snow removal completion for maintenance & de-icing:

FARGO SHELTERS (Not Primary & Secondary Snow Removal Routes)		
208	Community Homes	23rd Street & 6th Avenue South
239	Apartment loop (west-side)	33rd Street & 31st Avenue South
246	Islamic Society of FM	28th Street & 6th Avenue South
252	University Village (NDSU)	12th Street & 17th Avenue North
253	Criminal Justice & Public Policy (NDSU)	17th Street & 12th Avenue North
255	Library/Credit Union (NDSU)	14th Street & 12th Avenue North
259	Target	43rd Street & 13 ½ Avenue South
260	New Life Center	20th Street & 3rd Avenue North
264	Whale-of-a-Wash	32nd Street & 12th Avenue North
276	NDSU Research Park (Phoenix Intl.)	NDSU Research Park Drive & Phoenix Driveway
277	NDSU Research Park (Phoenix Intl.)	NDSU Research Park Drive & Phoenix Driveway

Notes:

1. Green entries are Hubs (Moorhead Marriott and Fargo GTC); all other entries are shelters.
2. NDSU owns and maintains four shelter locations (which are not included on this list because these are not included in the RFP): one at A. Glenn Hill (STEM Center) – Shelter, two at Minard on Albrecht, and one at 17th Avenue and Albrecht.
3. The transfer hub at West Acers is maintained by West Acers and will not need to be serviced.

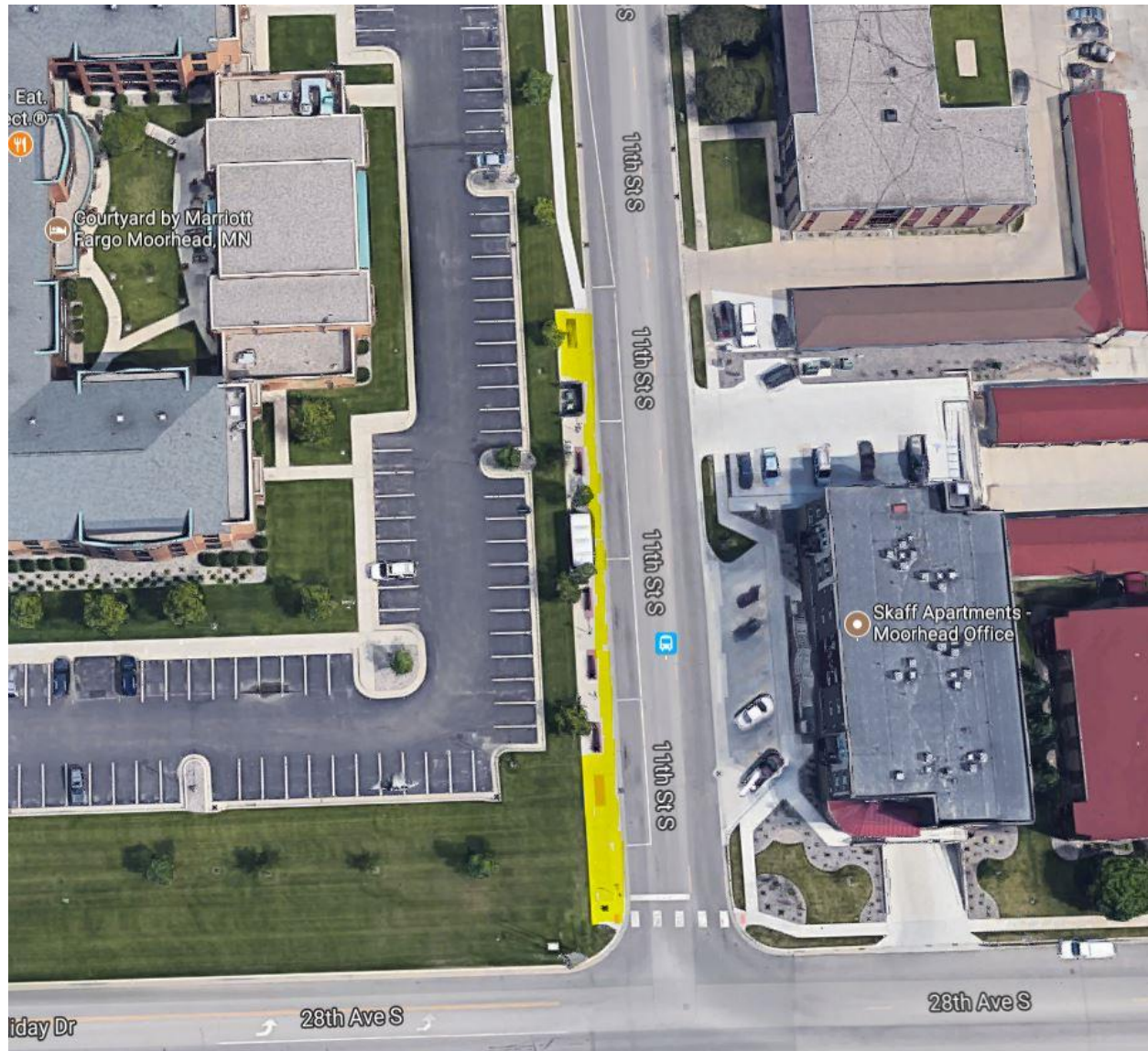
ATTACHMENT 2

EVALUATION CRITERIA

The Cities of Fargo and Moorhead will review all proposals for completeness. Those proposals found incomplete or failing to address the needs of the Cities as stated herein will not be evaluated. Those proposals furnished complete with all required documentation will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and in the best interest of, each city and the general public. The evaluation factors in order of importance are as follows:

Approach and Work Plan	25 pts
Qualifications and References	25 pts
Experience	20 pts
Price	<u>30 pts</u>
Total	100 pts

Marriott Diagram



Highlighted area must be cleared of snow and ice before 6:00 AM
Areas behind the benches do not have to be cleared. The full sidewalk from the south-most bench to the curb-cut, and north of the trash cans must be cleared.

GTC Diagram



The highlighted area, including sidewalks, walkways, and parking lot, must be cleared of snow before 5:30 AM. Buses will not be present prior to 5:30 AM.

There are walkways and entrances under the roof overhang of the GTC that are not visible from above on this diagram. The following are estimates of the area from which snow must be removed:

Sidewalk = 4,150sf

Walkway = 9,950sf

Parking Lot/Driveway = 30,000sf

BID PROPOSAL FORM**TRANSIT PASSENGER SHELTER SNOW REMOVAL SERVICES
CITIES OF FARGO AND MOORHEAD – MATBUS**

Sealed proposals must be received by the Cities of Fargo, ND, and Moorhead, MN, by 2:00 p.m. Central Daylight Time on, **November 6, 2017**, in the Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102.

If additional space is needed, additional sheets may be attached to this form, which must be clearly referenced back to the specific section addressed, for example "1.8-List of Owners and/or Officers of the Organization."

SECTION 1. FIRM DATA/QUALIFICATIONS

1.1 Firm's Name: _____

1.2 Firm's Address: _____

1.3 Firm's Phone Number: _____

1.4 Contact Person (Name & Title): _____

1.5 Contact Email and Phone Number: _____

1.6 Legal Status of Organization: _____
(i.e. corporation, non-profit, partnership, sole proprietorship, other)

1.7 Date Firm Started Business: _____

1.8 List Owners and/or Officers of the Organization:

1.9 Description of Organization: Provide a brief description of the major business functions, history and organization structure of the responding organization.

1.10 Service References: Provide references from clients for which the respondent organization has provided similar service during the past five (5) years using the forms attached labeled "1.10 - Service References."

- 1.11 Subcontractors: Provide names, addresses, telephone numbers and role of proposed subcontractors; specify if the firm is a Disadvantaged Business Enterprise (DBE) or Small Business Enterprise (SBE) or not. If more space is needed, attach and label as "1.11 – Subcontractors Information."

- 1.12 Has respondent, or any officer or partner of respondent, failed to complete a contract? If yes, explain.

- 1.13 Pending Litigation: Is any litigation current or pending against respondent or any officer or partner of respondent? If yes, give details. If more space is needed, attach and label as "1.13 – Pending Litigation."

- 1.14 Describe your firm's strategy, route and timeline for completing the shelter snow removal services, including personnel resources, equipment and supplies. Identify the project manager and their work experience. If more space is needed, attach and label as "1.14 –Service Work Plan."

- 1.15 Briefly indicate why you consider your firm to be the best to perform this contract. Explain your snow and ice removal approach and methods. If more space is needed, attach and label as "1.15 – Respondent Organization's Ability to Perform Contract."

SECTION 2: INSURANCE

- 2.1 Insurance: Attach and label 2.1 – Insurance either: 1) Certificates of insurance for the prescribed coverage; or 2) A letter from a reputable insurance agent stating intent to provide insurance for the prescribed coverage.

SECTION 3: BID PROPOSAL & SUPPORTING DATA

- 3.1 Cost Summary: Based upon the service requirements as detailed in this RFP, attach a bid price using the spreadsheet provided and labeled "3.1-Cost Summary/Bid Price." Utilize the Excel spreadsheet included in the RFP package and provide both electronic copy (USB or email) and paper copy of the completed forms. DO NOT LOCK OR PROVIDE PASSWORDS TO UNLOCK ELECTRONIC FILES.
- 3.2 Optional Services/Bid Price: Describe any optional and/or innovative services which you offer for consideration, as well as any minimum requirements you wish to exceed. Provide a detailed budget for these optional services on the attached form labeled "3.2-Optional Services/Bid Price."

SECTION 4: COVENANT AGAINST CONTINGENT FEES

The Proposer has () has not () employed any company or person (other than a full-time, bona fide employee working solely for the Proposer) to solicit or secure this Contract and has () has not () paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Proposer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this Contract; and agrees to furnish information relating to the above, as requested by the Contract Administrator.

SECTION 5: ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP solicitation:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of proposal.

SECTION 6: PROPOSER CERTIFICATION STATEMENT

The undersigned certifies that he/she is legally authorized by the Proposer to make the statements and representations contained in this document and represents and warrants that the foregoing information is true and accurate to the best of his knowledge and intends that the Cities of Fargo, North Dakota and Moorhead, Minnesota, rely thereon in evaluating the Proposer.

PROPOSER'S NAME: _____

DATE OF SIGNING: _____

SIGNATURE BY: _____

TITLE: _____

NOTARY: _____

NOTARY SEAL:

1.10 - SERVICE REFERENCES

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contract Person: _____

Telephone Number: (____) _____

Length of Service: from _____ to _____

Please describe the services respondent provided to this organization by checking as many of the following as apply:

NOTE: Include completed/signed Reference Release (Attachment 6)

REFERENCE(S) RELEASE

For valuable consideration, I hereby confer on the Cities of Fargo and Moorhead the absolute and irrevocable right and permission to check and verify the references and financial institution information received.

I hereby release and discharge the Cities of Fargo and Moorhead from all and any claims and demands ensuing from or in connection with the use of the information, including all claims for libel and invasion of privacy.

This authorization and release shall inure to the benefit or the legal representatives, licensees and assigns of the Cities of Fargo and Moorhead as well as the person(s) from whom they received the information. I hereby affirm that I am the correct representative of the company listed below and have the right to provide the information. I have read the foregoing and fully understand the contents hereof. This release shall be binding upon my heirs, legal representatives and assigns.

Date: _____

Signed: _____

Title: _____

Company Name:_____

Address:_____

City: _____

State/Zip:_____

Phone:_____

Check all of the products or services your firm wishes to bid on:

X	PRODUCT OR SERVICE	CLASSIFICATION	NAICS CODE
	Advertising Agencies	Advertising Agencies	541810
	Architectural Services	Architectural Services	541310
	Auto Body Repair	All Automotive Repair & Maintenance	811198
	Banking Supplies (coin count bags)	Locksmiths	561622
	Batteries	Automotive Parts and Accessories Stores	441310
	Bearings	Automotive Parts and Accessories Stores	441310
	Billboards	Sign Manufacturing	339950
	Building Maintenance and Repairs	Commercial and Institutional Building Construction	236220
	Building Maintenance Materials	Commercial and Institutional Building Construction	236220
	Bus and Vehicle Repair Parts	All Automotive Repair & Maintenance	811198
	Bus Repair Services	All Automotive Repair & Maintenance	811198
	Bus Wrap Production and Installation	Marketing Consulting Services	541613
	Buses	Charter bus Industry	485510
	Cable & Wire	Electrical Contractors and Other Wiring Installation Contractors	238210
	Cable and Other Subscription Programming	Cable and Other Subscription Programming	515210
	Commercial Banking	Commercial Banking	522110
	Commercial Printing - Other	Other Commercial Printing	323119
	Commercial Screen Printing	Commercial Screen Printing	323113
	Computer & Office Machine Repair & Maintenance	Computer & Office Machine Repair & Maintenance	811212
	Concrete Work	Concrete Contractors	238110
	Couriers	Couriers	492110
	Custodial services	Janitorial Services	561720
	Decals	Graphic Design Services	541430
	Diagnostic Equipment	All Automotive Repair & Maintenance	811198
	Direct mail	Marketing Consulting Services	541613
	Direct Mail Advertising	Direct Mail Advertising	541860
	Direct Property and Casualty Insurance	Direct Property and Casualty Insurance	524126
	Driver and Management Services	Admin Mgmt & General Mgmt Consulting Services	541611
	Electrical Repair Service	Electrical Contractors and Other Wiring Installation Contractors	238210
	Electrical Repair	Electrical Contractors and Other Wiring Installation Contractors	238210
	Electrical Supplies	Electrical Contractors and Other Wiring Installation Contractors	238210
	Emergency Generator Repair and Service	Commercial and Institutional Building Construction	236220
	Employment Placement Agencies	Employment Placement Agencies	561310
	Engineering Services	Engineering Services	541330
	Exterminating & Pest Control Services	Exterminating & Pest Control Services	561710
	Fasteners	Automotive Parts and Accessories Stores	441310
	First aid Supplies	Office Supplies and Stationery Stores	453210
	Fuel	Petroleum Bulk Stations and Terminals	424720
	Fuel System Repair Service	Other Fuel Dealers	454319
	Furniture	Furniture Merchant Wholesalers	423210
	Gaskets	Automotive Parts and Accessories Stores	441310
	Glass	Glass Repair (Automotive)	811122
	Hotels (except Casino Hotels) and Motels	Hotels (except Casino Hotels) and Motels	721110
	HVAC Maintenance	Plumbing, Heating, and Air-Conditioning Contractors	238220
	HVAC Maintenance Items	Plumbing, Heating, and Air-Conditioning Contractors	238220
	Interior Design Services	Interior Design Services	541410
	Interior Painting	Painting and Wall Covering Contractors	238320
	Internet Publishing and Broadcasting and Web Search Portals	Internet Publishing and Broadcasting and Web Search Portals	519130
	Janitorial Supplies	Office Supplies and Stationery Stores	453210
	Laminating	Commercial digital printing (except books)	323111
	Landscaping	Landscaping Services	561730
	Lighting Equipment	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	423610

	Lighting Fixtures	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	423610
	Lubricants	Automotive Parts and Accessories Stores	441310
	Magnetic Fare tickets	Graphic Design Services	541430
	Metal Signs	Sign Manufacturing	339950
	Office Equipment	Office Supplies and Stationery Stores	453210
	Office supplies	Office Supplies and Stationery Stores	453210
	Overhead Door Maintenance	Commercial and Institutional Building Construction	236220
	Paint and Supplies	Painting and Wall Covering Contractors	238320
	Paper	Office Supplies and Stationery Stores	453210
	Plaques	All Other Miscellaneous Store Retailers (except Tobacco Stores)	453998
	Plumbing Repair Service	Plumbing, Heating, and Air-Conditioning Contractors	238220
	Printing, Large-format (maps, shelter posters)	Graphic Design Services	541430
	Printing, Safety paper coupon books	Graphic Design Services	541430
	Printing, Small-format (brochures, flyers, postcards)	Graphic Design Services	541430
	Promotional materials	Graphic Design Services	541430
	Radio Equipment	Radio Repair	811211
	Radio Stations	Radio Stations	515112
	Security Equipment	Locksmiths	561622
	Security Services	Security Guards & Patrol Services/Armored Car Services	561612
	Shop Equipment	Automotive Parts and Accessories Stores	441310
	Small Tools	Automotive Parts and Accessories Stores	441310
	Snow Removal Services	Landscaping Services	561730
	Special Needs Transportation	Special Needs Transportation	485991
	Taxi Service	Taxi Service	485310
	Telecommunications Equipment	Electrical Contractors and Other Wiring Installation Contractors	238210
	Television Broadcasting	Television Broadcasting	515120
	Tires	Tire Dealers	441320
	Uniforms	Linen & Uniform Supply	812331
	Van Repair Services	All Automotive Repair & Maintenance	811198
	Vehicle Purchase and Parts	Automotive Parts and Accessories Stores	441310
	Vehicle Towing	Motor Vehicle Towing	488410
	Vending Machines	Vending Machine Operators	454210
	Video Production Services	Motion Picture and Video Production	512110
	Waste Receptacles	Office Supplies and Stationery Stores	453210
	Welding Supplies	Automotive Parts and Accessories Stores	441310
	Window Washing Services	Janitorial Services	561720
	Wireless Telecommunications Carriers (except Satellite)	Wireless Telecommunications Carriers (except Satellite)	517210