



REQUEST FOR PROPOSALS
For
WEST ACRES ROAD REPAIRS

Date Issued: September 30, 2020

Issued By:

City of Fargo Transit Department
650 23rd Street N
Fargo, ND 58102
(701) 476-6737 (Phone)
(701) 476-6660 (Phone)
(701) 241-8558 (Fax)



The City of Fargo Transit Department is issuing a Request for Proposal (RFP) for contractor assistance in performing road repairs at West Acres.

Contractor will deliver four (4) copies of their proposal to the following Address:

City of Fargo Transit Department
650 23rd 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: 11:00 a.m. Central Standard Time Thursday, October 14, 2020

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:

“WEST ACRES ROAD REPAIR RFP”

- Please make sure to use the included Proposal Sheet

All questions and inquiries about the requirements must be in writing and E-mailed or be addressed to both of the following:

Julie Bommelman, Transit Director
Metro Transit Garage (MTG)
650 23rd St N, Fargo ND 58102
jbommelman@fargond.gov
(701) 476-6737

Matthew G. Peterson, Assistant Transit Director
Metro Transit Garage (MTG)
650 23rd St N, Fargo ND 58102
mgpeterson@fargond.gov
(701) 476-6660

Thank you for your interest.

I. PURPOSE OF PROPOSAL

The City of Fargo has various locations at West Acres where ring road repairs are required.

The City will expect work to be completed in a proficient and professional manner. The Contractor will work under the direction of Transit staff and/or West Acres staff.

After the contract has been awarded, a meeting will be held between the City Transit Staff, West Acres and the Contractor to schedule a repair start date.

All profit, overhead, manpower, and overtime, will be included in the price quoted in the proposal. The Contractor will submit firm fixed prices.

II. PROPOSAL GENERAL PROVISIONS

Any questions or comments regarding the proposal should be submitted in writing and E-mailed or be addressed to both of the following:

Julie Bommelman, Transit Director
Metro Transit Garage (MTG)
650 23rd St N, Fargo ND 58102
jbommelman@fargond.gov
Phone: (701) 476-6737
Fax: (701) 241-8558

Matthew G. Peterson, Assistant Transit Director
Metro Transit Garage (MTG)
650 23rd St N, Fargo ND 58102
mgpeterson@fargond.gov
(701) 476-6660
(701) 241-8558

Proposals shall be submitted to:
City of Fargo Transit Department
650 23rd Street N
Fargo, ND 58102

Proposals shall be clearly identified and marked as follows:

“WEST ACRES ROAD REPAIRS RFP”

All proposals must be received by **11:00 a.m. Central Standard Time October 14, 2020**, at which time proposals will be opened for review.

Evaluation Committee:

The proposals will be reviewed by the Evaluation Committee. The Evaluation Committee will include the following representatives:

- Transit Director
- Assistant Transit Director
- Fleet & Facilities Manager of Transit
- West Acres Staff

III. PROPOSAL SCHEDULE

Distribute RFP	September 30, 2020
Receive Proposals	11:00 AM, October 14, 2020
Award Contract	October 19, 2020
Begin Work	October 20, 2020 or as directed
Completion	November 13, 2020 or as directed

IV. PROPOSAL TERMS:

The City reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, contractors’ qualifications and capabilities to provide the specified service. The city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the city’s specifications and needs.

The City reserves the right to accept or reject any and all proposals in full or in part that are in the best interest of the City.

The contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP an addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposal and amended proposal must be at 650 23rd St N, Fargo ND (Metro Transit Garage – MTG) on or before the date and time specified.

The prices stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened to the mutually agreed end date of contract.

V. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Contractor’s qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. At least three (3) current references of former agreements covering similar services listed in the proposal. Include company name, contact name and phone number.
- C. A fully executed proposal form with signatures.
- D. A fully completed proposal table form.
- E. A list of major equipment owned that will be used in association with this proposal.

- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed by the person signing the proposal.

VI. SCOPE OF SERVICES

This RFP is for road repairs of a West Acres road per the attached photos and map. The contractor will be required to perform the repairs as set forth in this section. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

A. Road Repairs

1. West Acres Road Repair Locations

A complete list of the locations of the repairs are listed below and on the corresponding photos and map.

2. West Acres Road Repair

This RFP is for concrete repair work to damaged roads at West Acres. The repairs will be on the sites on the ring roads at West Acres as outlined on attached photos and map – there will be eight (8) sites:

- (1) Area #1 – photo 1352. This is the area the buses have been parking in over the summer. This area is in row 61.
- (2) Area #2 – photo 0078. This is where the buses would stop prior to turning onto the road to exit the property. This area is at the end of row 61.
- (3) Area #3 – photo 2473. This is where the buses used to turn onto the road at the 17th avenue entrance by the cinema.
- (4-8) Areas 1-5 – identified on the attached map.

Note: Amounts of compacted recycled crushed concrete and compacted asphalt on attached map for Sites 1-5 are estimates, contractor will assess and provide amounts on the bid form for each of the eight (8) sites.

All repairs should be completed following the City of Fargo Specifications.
City of Fargo Specifications Section 2100 Concrete Paving

The Contractor shall, where work is being done, provide the necessary safeguards and protective devices to prevent accidents to the public, to protect West Acres property, City of Fargo property, and to protect the Contractor's employees. The Contractor must follow the Traffic Control Requirements for NDDOT Operation on Highways and Streets. The traffic control devices and all labor required to setup and maintain traffic control

required by the Field Manual shall be provided by the Contractor and shall be incidental to the work. The cost for providing traffic control devices shall be included in the unit bid prices for concrete repairs.

No additional funds will be paid to the Contractor for traffic control.

The Contractor is responsible for providing cones and barricades at the repair sites once they begin repairs.

3. Black Dirt and Lawn Repair

The contractor will not be required to add black dirt, fill or seed the area of the repair.

4. Finished West Acres Road Repairs

Once the repair has been completed. The Contractor shall leave the site free of any construction debris, trash, and/or excess concrete. The site shall be left in a clean and safe manner.

B. Property Damage

Contractors will be notified by the City of any property damage. Notification will be within 48 hours of the City becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

VII. STANDARD PROVISIONS FOR CONTRACTS

A. Reporting of Contractor

The contractor will work closely with the City and West Acres and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

All reports, estimates, memoranda and documents submitted by the contractor must be dated and bear the contractor's name. All reports made in connection with these services are subject to review and final approval by the city.

The city reserves the right to inspect the contractor's activities during the term of this contract.

B. Personnel

The contractor will provide the required services personally and will not subcontract or assign services without the City's written approval.

The contractor will not hire any City employee for any of the required services without the City's approval.

C. Indemnification Agreement

The contractor will protect, defend and indemnify the city, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the city in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor.

D. Insurance Requirements

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

E. Compliance with Laws and Regulations

The contractor will comply with all federal, state, and local laws and regulations.

F. Interest of Contractor

The contractor promises that it has no interest which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the city, or member of its governing bodies, may participate in any decision relating to this contract which effects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

G. Contingent Fees

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the city may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

H. Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

I. Ownership of Documents and Publications

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the contractor must reference the project sponsorship by the city.

J. Assigns & Successors

This contract is binding on the City and the contractor, their successors and assigns. Neither the City nor the contractor will assign or transfer its interest in this contract without the written consent of the other.

K. Termination of Contract

Termination without cause. City at anytime may terminate the contract by giving ten (10) days written notice to the contractor.

L. Payroll Taxes

The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.

M. Practice and Ethics

The parties will conform to the code of ethics of their respective national professional associations.

N. Changes in Scope or Schedule of Services

Changes due to the sale or the purchase of properties will be incorporated into this contract by written amendment.

O. Extent of Contract

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VIII. TERMS AND CONDITIONS

A. Award

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractor's qualifications and capabilities to provide the specified service.

The city does not intend to award a contract fully on the basis of response made to the proposal; the city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed best to meet the city's specification and needs.

C. Term of Contract

The term of this contract shall expire upon completion of the outlined work contained within this RFP.

The contract places no obligation on the City or West Acres beyond the initial term of the contract.

D. Evaluation Criteria

The proposal submitted and received by the City will be evaluated and ranked according to the following criteria:

1. Previous Work Experience – 50%
2. Work performance (references will be checked by City of Fargo) – 15%
3. Price – 35%

SIGNATURE SHEET

Signature

Company Name

Print Name

Company Address

Title

City, State Zip Code

Telephone Number

Fax Number

Federal Tax ID Number

URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 60 days.

BID SHEET

Item No	Item Description	Unit	Quantity	Unit Price
1	Concrete Sawing/Site Prep	LF		
2	Compacted Recycled Crushed Concrete	SF		
3	Compacted Asphalt	SF		