

Patrice Stalvig

From: purchasing
Sent: Monday, November 8, 2021 3:56 PM
To: purchasing
Subject: Request for Quote 21-99791 Parking Lot Snow Removal
Attachments: RFQ Package 21-99791.pdf

To All Interested Bidders:

The City of Duluth is requesting quotes for parking lot snow removal as identified in the attached RFQ Package. Due to the estimated dollar value of this procurement, formal sealed bids are not required.

The awarded contractor will be required to execute the attached standard services agreement and provide proof of insurance meeting the city's requirements prior to commencement of work. The attached declaration of non-collusion should be submitted with the bid.

A copy of the scope of work, standard services agreement draft, declaration of non-collusion, and a bid sheet are attached.

Please return your quote to purchasing@duluthmn.gov Reference "RFQ 21-99791 Parking Lot Snow Removal" in the subject line of your e-mail.

Please respond by WEDNESDAY, NOVEMBER 17, 2021 AT 2:00 PM.

The City reserves the right to waive any informalities, and to reject any or all quotes.

Thank you -

Patti Stalvig, CPSM
Purchasing Agent

City of Duluth – Purchasing
411 West First Street, Room 120
Duluth, MN 55802
www.duluthmn.gov
218-730-5002
pstalvig@duluthmn.gov



SNOW EMERGENCY PARKING LOT PLOWING SCOPE OF WORK

The City seeks contract services to keep parking areas clear for off-street parking during an estimated six snow emergencies this winter season from November 2021– May 2022.

LOCATIONS

Wheeler Athletic Complex
35th Avenue West and Grand Avenue
Duluth, MN 55807

Wade Stadium
35th Ave W & 1st St.
Duluth, MN 55807

SCOPE OF SERVICES

Contractors should keep the parking lots and the Wade Stadium walkways identified in the attached maps cleared all winter and remove snow after 2” of snowfall (as necessary) so that removal of snow is not too difficult when we have a major event and the City declares a snow emergency. Sidewalk clearing at Wheeler Sports Complex will only be required when the City declares a snow emergency.

When the City declares a snow emergency (typically by 4pm), contractors should plan to remove snow between 2pm and 6pm the next day. As storms vary, this timing is subject to change.

On the maps provided, areas in green are to be plowed; areas in yellow indicate where snow should be piled; areas in red must remain clear to allow access; and walkway areas (in orange) should be cleared by hand shoveling or with a small snow blower. This plan is subject to negotiation with awarded contractor as indicated in the Communication section below.

City vehicles may utilize some of the parking area. Contractor will not be responsible for snow removal in this area(s), but must not block the vehicles with snow piles. Awarded bidder will be notified of any City vehicle parking areas.

COMMUNICATION

Awarded contractor’s snow removal plan must be approved ahead of time by the Property and Facilities Manager and the Park Maintenance Manager.

Contractor should contact City staff prior to plowing. Contact information will be provided to the awarded bidder.

Contractor will be required to:

1. Pile snow in designated spaces as defined in Exhibit A or as directed by the City.
2. Utilize special equipment where needed.
3. Salt/sand when necessary at Contractor’s best judgment or as directed by the City. Application rates of material must be approved by the City.
4. Clear and salt/sand lot entrances and sidewalks in areas designated on associated map(s).

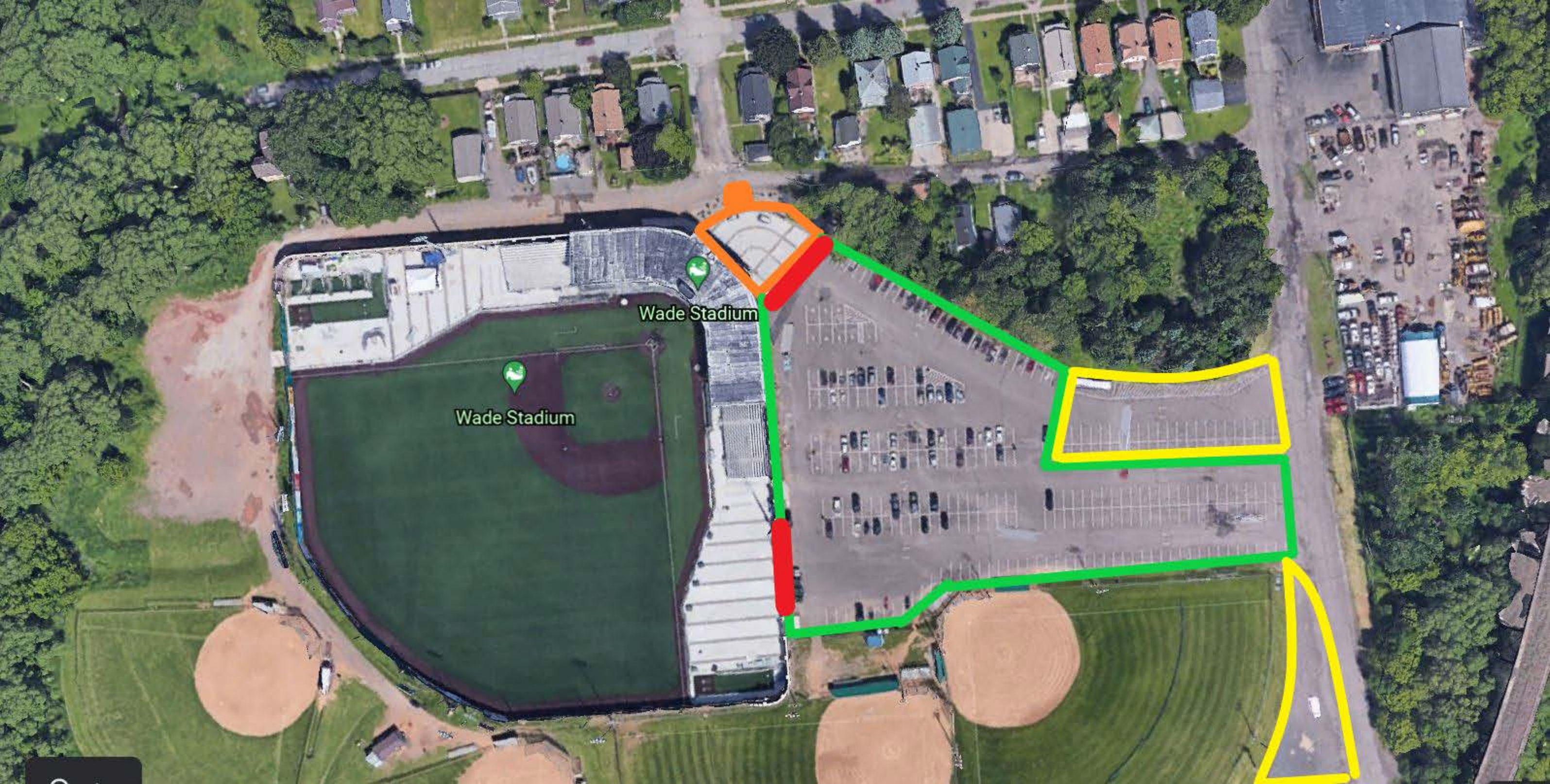
Due to changing regulations, contractors may need to report the type and quantity of sand, salt or mixture applied each time at each location.

INSURANCE

Awarded bidder will need to provide insurance as outlined in paragraph 5 of the attached Services Agreement.

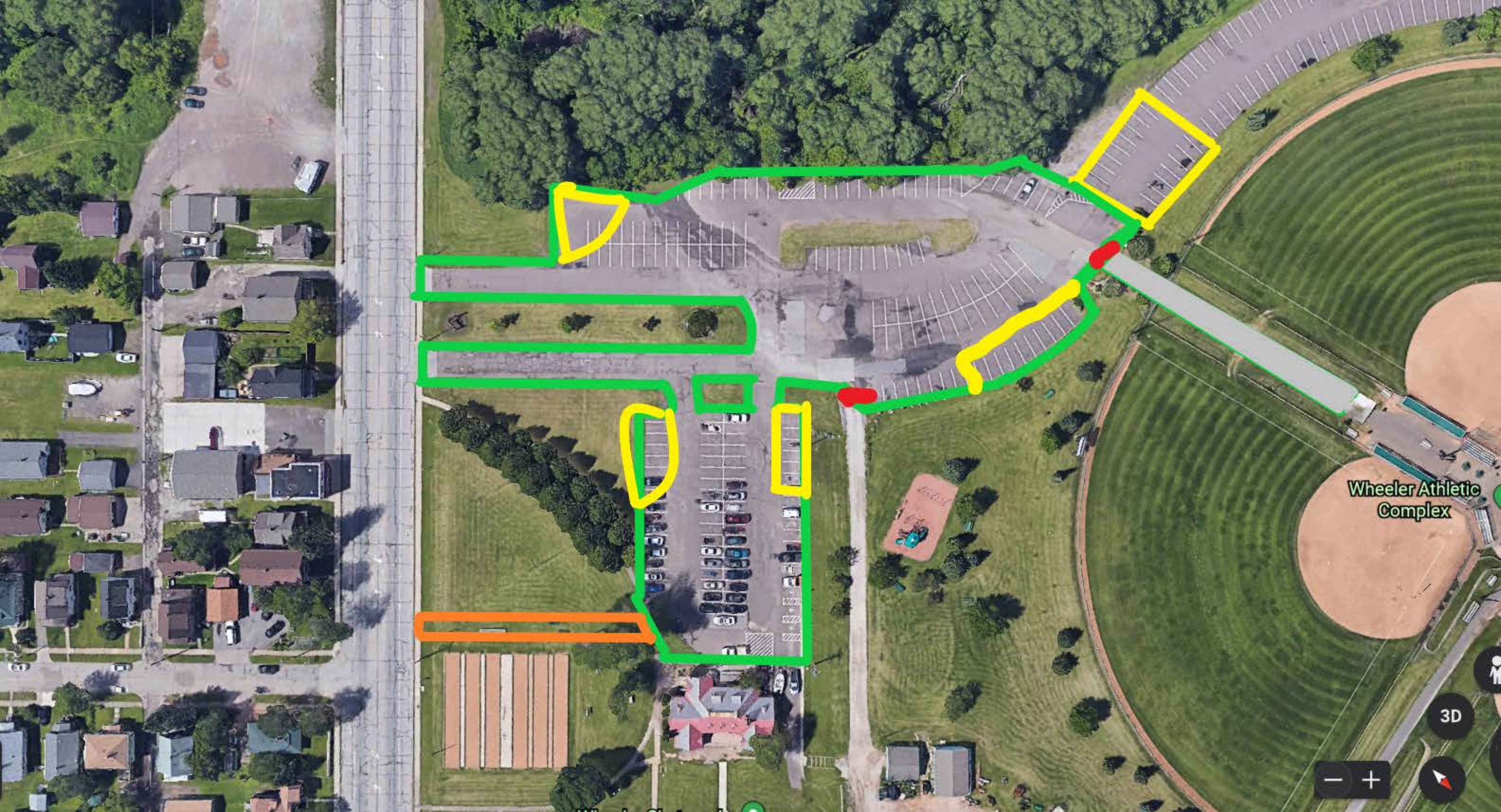
INVOICING/PAYMENT TERMS

Payment terms are net 30. Invoices must be submitted at least monthly and can be emailed to AccountsPayable@DuluthMN.gov or mailed to 411 W. 1st St., Room 120, Duluth, MN 55802.



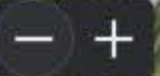
Wade Stadium

Wade Stadium



Wheeler Athletic
Complex

3D



QUOTE FORM
REQUEST FOR QUOTE 21-99791
PARKING LOT SNOW REMOVAL FOR DECLARED SNOW EMERGENCIES

All prices below are to include all costs to perform the service, including labor, equipment, overhead, insurance, salt/sand, and anything else required.

ITEM	PRICE
Lump sum price for ONE clearing of Wade Stadium parking and walkway areas	\$
Lump sum price for ONE clearing Wheeler Sports Complex parking and walkway areas	\$
TOTAL PRICE	\$

TOTAL BASE PRICE IN WRITING

A LA CARTE ITEMS (to be performed upon request only)	PRICE
Lump sum price for clearing Wade Stadium parking area only	\$
Lump sum price for clearing Wade Stadium walkways	\$
Lump sum price for clearing Wheeler Athletic Complex parking area only	\$
Lump sum price for clearing Wheeler Athletic Complex walkways	\$
Lump sum price for snow hauling/removal at Wade Stadium location	\$
Lump sum price for snow hauling/removal at Wheeler Complex location	\$

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM # INITIAL/DATE

ADDENDUM # INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

DECLARATION OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____

Firm Name: _____

Bidder's Federal Identification Number _____

SERVICES AGREEMENT
(Purchase Order #_____)

This agreement ("Agreement") between the City of Duluth, a Minnesota municipal corporation ("City") and **NAME OF SERVICE PROVIDER – Debarment Check?** ("NAME" or "Service Provider"), with offices located at **ADDRESS**.

WHEREAS, City desires to enter into an agreement with a service provider to provide snow removal services at Wade Stadium and Wheeler Sports Complex parking areas for the purpose of off-street parking during City-declared snow emergencies;

WHEREAS, City issued a Request for Bid (the "RFB") for snow removal services (the "Services");

WHEREAS, **NAME** is in the business of providing snow removal services to its customers;

WHEREAS, **NAME** submitted a Response to the RFB (the "Response") and has represented itself as fully capable of providing the Services to its customers and that it is qualified and willing to perform the services set forth in the RFB;

WHEREAS, based on the Response the City has selected **NAME** as the lowest responsible bidder and wishes to engage **NAME** to provide the Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

City and Service Provider hereby agree to the following terms and conditions:

1. Services. Service Provider shall provide the following Services:

Snow removal services at Wade Stadium and Wheeler Sports Complex, described in more detail in the Request for Quote and Response attached to this Agreement as Exhibit A and incorporated by reference.

2. Rates/Price and Payment for Services. The rates (the "Rates") for the Services are outlined in Exhibit A. The total amount payable under this agreement shall not exceed **dollar amount spelled out (\$)** unless the contract is modified by formal amendment. Payments shall be made **from fund XXX-XXX-XXX**. Service Provider shall be paid for the Services within thirty (30) days of the City's receipt of an invoice.

3. Term; Termination. The term of this Agreement shall commence on **(either date of attestation or future date)** and shall continue, unless earlier terminated as provided for herein, through May 31, 2022 (the "Term"). The Term may be renewed for up to two (2) additional winter seasons. Either party may terminate this Agreement at any time prior to the end of the Term or any Renewal Term due to the other party's material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party's reasonable satisfaction within a reasonable time, not to exceed ten (10) business days, after receipt of written notice specifying such breach. In addition, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

4. Representations and Warranties. Service Provider represents and warrants that:

- i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.
 - ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
5. Insurance.
- A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:
- (1) Workers compensation insurance in accordance with applicable law.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as an Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.
- B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
6. Indemnification. To the extent allowed by law, Service Provider shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Service Provider's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with the Service Provider's employees or contractors, or d) the use of any materials supplied by the Service Provider to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.
7. Data, Records and Inspection.
- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
 - b. All customer addresses and other data or customer information provided to Service Provider by the City pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
 - c. Records shall be maintained by Service Provider in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such

records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

- d. Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- f. Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

8. Independent Contractors. The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Service Provider shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.

9. Assignment. Service Provider may not assign this agreement. City may assign this Agreement without the prior written consent of Service Provider.

10. Amendment; Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

11. Applicable Law. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

13. Captions. The captions contained in this Agreement are solely for convenience of reference and are not part of the Agreement and shall not be used in construing this Agreement or in any way affect the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH

CONSULTANT

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Date

Approved as to form:

City Attorney

Date _____

EXHIBIT A

RESPONSE TO REQUEST FOR BID