

**CITY OF KENOSHA , WISCONSIN
REQUEST FOR PROPOSAL
REGARDING
SNOW REMOVAL SERVICES - PROPERTY STANDARDS
PROPOSAL NOTICE # 22-17**

INSTRUCTIONS TO CONTRACTORS

Issued: October 6, 2017

The City of Kenosha, Wisconsin is seeking proposals for the provision of labor, equipment, tools, consumables, materials and other supplies for snow removal services of private properties that are in violation of City snow and ice removal ordinances. All work shall be in strict accordance with City of Kenosha specifications, terms, conditions and ordinances.

1.0 DEADLINE: Fully completed Proposals shall be sealed and will be accepted by the City of Kenosha, Wisconsin, in the Department of Finance, Municipal Office Building, Room 208, 625-52nd Street, Kenosha, Wisconsin, until **3:00 p.m. on Tuesday October 24, 2017.**

2.0 PRE-SUBMISSION CONFERENCE: A mandatory pre-submission conference will be held at 10:00 A.M., Thursday October 19, 2017 in Room 202 of the Municipal Office Building, 625-52nd Street, Kenosha, WI. 53140. The intent of this conference is to have City staff available to answer questions and provide supplementary information on the property standards procedures covered under this contract.

3.0 FORM OF PROPOSAL: Proposals must be submitted on required form(s) and returned in a sealed envelope marked with project name. Proposals received after the deadline will not be considered.

Proposals must be signed and dated. Faxed proposals or other electronically-communicated submissions will not be accepted or considered.

4.0 STANDARDS FOR PROPOSAL ACCEPTANCE/REJECTION: The City of Kenosha reserves the right to award the Contract to the most qualified vendor, who will, in the City's determination, provide the highest level of professional service. The City also reserves the right to reject any or all bid proposals, or to accept any portion or portions of any bid proposal(s) or to award in whole or part, whichever is the most cost-advantageous to the City of Kenosha. The City also reserves the right to reject unqualified proposers, to designate an alternate proposer to be awarded the contract should the selected proposer fail to promptly execute the contract, or upon being awarded a Contract, fail to properly perform contractual services on a timely basis and/or in an inefficient manner.

4.1 The City of Kenosha will evaluate proposals based upon the following factors:

- 4.1.1 Qualifications and capabilities of the proposer;
- 4.1.2 Current workload(s);
- 4.1.3 Equipment and Implement Inventories;

- 4.1.4 Evidences of appropriate Insurance Coverages (Section 5.0);
- 4.1.5 References and:
- 4.1.6 Cost.

5.0 **CONTRACT REQUIRED.** Contractor selected to perform said work will be required to execute a Contract and related documents on City forms as a condition of performing said work.

5.1 Insurance from a company licensed to do business in the State of Wisconsin and having a minimum AM Best Financial Strength Rating of "A" or better with the following limits:

a. **Commercial General Liability**

i. Bodily Injury:

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

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b. **Automobile Liability (owned, non-owned, leased)**

Combined Single Limit of \$1,000,000.00

c. **Worker's Compensation: Statutory Limits**

i. Employer's Liability

\$100,000.00 Each Accident

\$100,000.00 Disease, Each Employee

\$500,000.00 Disease, Policy Limit

d. **Umbrella Liability**

\$ 2,000,000.00 over the primary insurance coverages listed above.

e. **Certificate of Insurance**

The insurance coverages listed above shall be verified by a Certificate of Insurance issued to City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to the Certificate Holder.

f. **Additional Insured**

City of Kenosha shall be named as an additional insured with respect to coverage required by 5(a), 5(b), 5(c), and 5(d) listed above and City of Kenosha shall be provided with the endorsement certifying that City of Kenosha is an additional insured with respect to said policies.

g. **Insurance Compliance**

Each of the insurance limits listed above must be met. The City reserves the right to reject any Proposal which does not meet each of the insurance limits listed above.

- h. **Hold Harmless:** Proposers shall hold the City of Kenosha harmless from any injury to themselves, their employees, pedestrians, damages to property and damages to equipment.

6.0 **TAX EXEMPT:** The City of Kenosha is exempt from Federal Excise Tax and State Sales Tax, proposal should be made exclusive of these taxes. Tax Exemption Registry Number and/or a Tax Exemption Certificate will be furnished to the successful Contractor.

7.0 **REFERENCES:** A minimum of three (3) relevant references should be submitted with the proposal.

8.0 **COMPANY OVERVIEW:** All respondents shall complete and submit the Company Overview form.

9.0 **CONTRACT REQUIRED.** Successful Contractor will be required to enter into a Contract with the City of Kenosha for this contractual service.

10.0 **INQUIRIES** regarding the required scope of work should be directed to Brandon Dahl, Department of Public Works at 262-653-4059 or Mark B. Willing, Purchasing Manager at 262-653-4180.

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SPECIFICATIONS

1.0 **Anticipated Time Frame and Term:** The Contract term commences on December 1, 2017 through November 30, 2018. The scope of work called for in the Request for Proposal (RFP) typically begins December 1st and continues through March 31st unless inclement weather is experienced following this end date.

If mutually agreeable to both parties, this contract may be extended for an additional two years, awarded in one (1) year increments.

2.0 **Standards of Service:** Public Sidewalks must be cleared of snow, full-width and length and kept clear of ice per the direction of the Public Works Department. The sidewalks that are to be maintained are the public City sidewalks and adjacent handicapped ramps. In addition, if there is an adjacent fire hydrant, a three (3) by three (3) feet clearance around the hydrant must be maintained. The removal of the snow and ice shall be performed within a time frame of twenty-four (24) hours from the Public Works Department. Snow removal equipment with plows / cutting edges ordinarily greater than five (5) feet and/or operating weights exceeding six-thousand (6,000) pounds shall not be allowed. In the determination of what equipment is acceptable for use, any implement commensurate to City-utilized machinery shall be acceptable. The determination of equipment and/or implements that are not acceptable under this Contract shall be made by the Department of Public Works.

3.0 **Damage to Property:** The Contractor is expected to exercise due caution to prevent serious damages to personal property. The Contractor will be held responsible for ruts left in yards or any other significant sustained damages to the property that was maintained.

4.0 **Documentation:** Contractor shall document all properties referred to it by the Public Works Department. This will include taking a colored digital photograph before and after the work is performed. Photographs shall be tagged with time and date stamp as well as information to identify the property that the photographs correspond to. A compilation of these photographs shall be stored on DVD media and provided to the Public Works Department upon request or at the end of the season.

5.0 **Direct Service Costs:** Contractors shall provide all necessary labor, equipment, tools, consumables, materials and supplies to properly remove snow and ice from private concrete surfaces and to keep sidewalks free of ice accumulations per an established per lineal feet unit cost.

6.0 **Performance:** All snow removal service shall be subject to inspection by the City. Upon such inspection, should it be discovered that the Contractor has not fulfilled their obligation under this contract and the terms and conditions of the proposal, the City reserves the right to

cancel such services immediately and to reject any requests for payment for the snow event(s) in question.

7.0 **Invoicing:** Invoicing should be sent to the City of Kenosha, Department of Finance, 625-52nd Street, Room 208, Kenosha, Wisconsin 53140-3480. The successful vendor(s) will be required to invoice the City monthly and to provide a service frequency chart for the month with each months invoice. Service cost will be based upon a fixed per lineal price based upon the proposal submitted.

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PROPOSAL FORM

City of Kenosha
Finance Department, Room 208
625-52nd Street
Kenosha, Wisconsin 53140-3480
(262) 653-4180

We hereby propose to provide snow and ice control in accordance with specifications, terms, conditions and City ordinances at the following cost per lineal footage:

\$ _____/per lineal foot

Response Time from Notification: _____ hours

Comments: _____

Submitted by:

Firm: _____

Signature: _____

Print name: _____

Date: _____

Firm Address: _____

Phone: () _____ E-mail: _____

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COMPANY OVERVIEW

Contractor / Firm Name: _____

Number of Employees: _____

Years Firm has been in Business: _____

Indicate Primary Business Activity:

Will the Firm have other snow removal/plowing contracts for the 2017-18 winter season?
_____ Yes _____ No

If yes, please indicate how many contracts and how many properties? _____ Contracts

I (We) have the resources and capabilities of handling up to twenty (20) _____ Properties
parcels over the four (4) month period: _____ Yes _____ No

Please itemize the Equipment Owned by the Firm (use additional sheets, if necessary):

Is the firm a Minority-Owned Business? _____ Yes _____ No

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REFERENCES

Provide names, addresses and phone numbers of not less than three (3) relevant professional references.

(A) _____

(B) _____

(C) _____

(D) _____

SNOW REMOVAL ACTIVITY REPORT

PERIOD COVERED:

| ADDRESS | DATES SNOW REMOVAL PERFORMED | | | | | | | | | | | | TOTAL |
|---------|------------------------------|--|--|--|--|--|--|--|--|--|--|--|-------|
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forfeiture not to exceed Five Hundred (\$500.00) Dollars for each offense, plus the costs of prosecution. The failure to pay the required wage to an employee for any one (1) week or part thereof constitutes a separate offense.

5.11 SIDEWALKS AND ALLEYS TO BE KEPT CLEAN BY RESPONSIBLE PARTY

A. Definitions. The following definitions shall apply in the interpretation and enforcement of this Ordinance:

1. **"Alley"** means a public thoroughfare less than thirty (30) feet in width.

2. **"Sidewalk"** means that portion of a street between the curb lines, or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians, whether paved or unpaved.

With respect to corner lots, the sidewalk shall include the crosswalk area and extend to the curb or street line, and include the curb.

3. **"Responsible Party"** as herein used means the owner, occupant or party in charge of the property abutting or fronting a sidewalk, whether they be a person, partnership, corporation, joint stock company or syndicate. In construing the provisions of this Section, only owners of vacant lots or vacant premises are deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; where the real property consists of a single family residence or is solely used for business, the owner or occupant shall be deemed to be the proper person whose duty it shall be to comply with the provisions of this Section; and as to any other real property, the owner or any occupants, unless a person has been designated in writing by the owner to be the person in charge of the premises and is residing thereon, are deemed to be the responsible party whose duty it shall be to comply with the provisions of this Section.

4. **"Thoroughfare"** shall mean an open, unoccupied space permanently reserved for the purpose of access to abutting property.

B. Duty.

1. The responsible party shall remove and clear away or cause to remove or clear away all snow and ice from sidewalks within twenty-four (24) hours of the day following a snow fall; provided that when ice has so formed on any sidewalk that it cannot be removed, then the persons herein before referred to shall cause said ice from remaining and presenting a hazard to the users of the sidewalk by use of sand, abrasive material or any product designed to prevent ice from forming or to remain in its form and not to be injurious to the health and safety of the public.

2. The responsible party shall keep the sidewalk clean of any dirt or dust, when paved, and of any cinders, ashes, mud, oil and other similar substances when the sidewalks are clear of snow and ice.

3. The responsible party shall keep the sidewalk clear of water and ice accumulations, in the same manner provided in **Subsection 1.** above, when said accumulations of water or ice are caused by a runoff of water from any natural or man made source originating from the abutting or fronting property, including, but not limited to, water discharged from sump pumps.

4. The responsible party shall keep and maintain the alley abutting their property, to the centerline thereof, clean and free from all garbage, trash, junk, paper and debris at all times, and clean of any dirt or dust when paved, and of any cinders, ashes, mud, oil and other similar substances when the alley is clear of snow and ice.

C. Enforcement. It shall be the duty of the Department of Public Works, upon receiving a complaint from a party identifying themselves by name and address, to investigate an alleged violation of this Ordinance. Designees of the Director of Public Works may enforce this Ordinance through the issuance of citations.

D. Stipulation As To Guilt Or Plea Of No Contest. Any responsible party receiving a citation for failure to comply with this Ordinance, shall be permitted to stipulate his guilt to the offense charged upon payment of the penalty herein designated. The stipulation of guilt shall be made on a form approved by the City Attorney setting forth the date of offense, date citation issued, the name of the person issuing the citation, the location of the violation, and an admission of guilt or plea of no contest evidenced by the signature of the person arrested. Payment of the penalty herein designated must accompany the stipulation of guilt or no contest, which may be mailed to or delivered to the Office of the City Clerk/Treasurer.

E. Penalty. The penalty for violation of this Ordinance shall be as follows:

1. Twenty (\$20) Dollars for the first violation within a given calendar year.

2. Forty (\$40) Dollars for the second and third violations within a given calendar year.

3. Sixty (\$60) Dollars for the fourth violation and every violation thereafter, within a given calendar year.

4. The above penalties shall double if not paid within seven (7) days of the date of the offense, not including the day of the offense.

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5. The penalty provisions of §5.12 of this Chapter are not applicable, being superseded by this subsection.

F. Emergency Enforcement. In addition to the penalties herein prescribed, the Director of Public Works, or his designee, shall be authorized to do, or have done, such acts as are necessary to bring the abutting or fronting sidewalk and or alley in compliance with this Ordinance. Once each calendar year, the City Department of Public Works shall publish a legal notice in the official City newspaper advising responsible parties of their duties hereunder and of the penalties for noncompliance with this Ordinance and the remedial powers of the Department of Public Works. Prior to the Department of Public Works doing or authorizing any work to be done at the cost and expense of the responsible party, an attempt shall be made to notify the responsible party by written notice, served personally or by mail. Said Director, or designee, shall keep an itemized record of expenses incurred and submit said itemization to the responsible party for payment within thirty (30) days of the date of service thereof, not including the date of service. If such charge is not paid when due, the Director, or designee, is authorized to pay said bill, if the services were not performed by City employees. Said Director, or designee, is further directed to collect the unpaid portion of said invoice as a special charge against the abutting or fronting property. A Seventy (\$70.00) Dollar Administrative Fee for processing and administering the special assessment shall be added to the special assessment against the abutting or fronting property.

G. Saving Clause. Should any part or provision of this Ordinance be declared unconstitutional and unenforceable, the remaining constitutional provisions shall be deemed separable and of full force and effect.

5.115 SUMP PUMPS

A. Definitions.

1. **"Director"** shall mean the Director or acting Director of the Department of Public Works, or his/her designee.

2. **"Public Nuisance"** shall mean a water discharge from any sump pump within the City which accumulates or freezes on any public right-of-way or which is discharged into a City sanitary sewer or which otherwise endangers the public health, safety or welfare. A public nuisance shall be deemed to exist where the condition complained of has temporarily ceased to exist but where the condition is likely to occur in the future.

B. Specifications. Foundation drains shall be connected to sump pits as specified in the State Plumbing Code. Sump pumps and the installation of sump pumps shall be in compliance with the State Plumbing Code.

C. Discharge. All construction in lands platted or subdivided after January 1, 1999, shall provide for the connection of all sump pump discharge lines directly to the nearest available storm sewer line; or, where a storm sewer is not available, onto the surface of the ground at least ten (10') feet from the building foundation. Where a storm sewer is not available, the discharge shall be directed to flow to the rear lot line or toward the street and shall not be directed so as to flow onto adjacent property, so as to flow over or accumulate upon a public sidewalk or as to create or maintain a public nuisance. Whenever a sump pump discharge is determined by the Director to have flown over or accumulated upon a public sidewalk, the Director may order the owner of the property which is the source of the said discharge to bury under the public sidewalk a nonporous conduit for said discharging waters which will be cut into the curb, where present, so as to enable the discharging water to flow directly into the gutter of the street.

D. Notice to Property Owner. Where the Director has determined that the discharge from a sump pump is unlawful or has created a public nuisance, the Director shall notify the property owner thereof and order compliance with this Ordinance or the abatement of said public nuisance within thirty (30) days following the date of the notice.

E. Appeal. The property owner may appeal the order of the Director to the Public Works Committee by serving a notice of appeal upon the Director within the thirty (30) day period referred to in Subsection D. The Public Works Committee shall hold a hearing within thirty (30) days following the receipt of the request therefor and it may uphold, reverse or modify the order of the Director. If the Public Works Committee upholds the Director in full or in part, the property owner shall be ordered to take corrective action within thirty (30) days following the date of the decision of the Public Works Committee.

F. Waiver. The property owner, by not requesting a timely hearing following the receipt of a thirty (30) day notice and order, shall waive any right he may have or claim to said hearing.

G. Corrective Action By Director. In the event of an illegal sump pump discharge, whether or not the discharge has caused a public nuisance, the Director may take corrective action where the property owner fails to do so in a timely manner, and the Director shall bill the property owner for the full