CITY OF BURLINGTON

Request for Proposals

City of Burlington, Vermont

Issued: August 19, 2020
Questions Due by: August 25, 2020
Answers Posted By: August 27, 2020
Proposals Due: August 31, 2020

I. PROJECT BACKGROUND

The Church Street Marketplace is seeking proposals for snow plowing and removal services on the Church Street Marketplace District (Church Street between Main & Pearl Streets). The Church Street Market Place intends to enter a three year contract for services beginning in October 2020, and expiring after April 2023.

II. ATTACHMENTS

A. City of Burlington Draft Agreement
B. Bid and Work Plan
C. City of Burlington Standard Conditions

III. SCOPE OF WORK

FOR THE CONTRACT PERIOD, CONTRACTOR SHALL:

- Provide plowing and removal of snow each season (October – April), for three fiscal years, from FY 20 – FY 23;
  Area to be Plowed:
  - Church Street Marketplace District, the four blocks of Church Street, in Burlington, Vermont, between Main and Pearl Streets, excluding the nine foot right of way which CSM staff will maintain; and as far into the side streets – Pearl Cherry, Bank, College and Main – as the Marketplace pavers exist;
  - Parking lot behind Homeport (52 Church Street) from the entrance at Cherry Street to the edge of the parking lot of 50 Church Street (Banana Republic), That tenant has a contract with another snow removal company.

- Charge a fixed price for each season;
- Develop a work plan designated each year by a walkabout with Marketplace staff
- Place rubber tips on plow blades, so as not to damage CSM bricks, manhole covers, granite blocks and tree cobblestones;
- Be responsible for the provision of backup plowing and removal of equipment in the event of breakdowns or other unforeseen circumstances;
- Be responsible to monitor the snow accumulation on the Marketplace and plow only when the Marketplace is 1” or greater;
• Make arrangement to remove all snow as specified and directed above within 36 hours after the completion of the plowing, unless otherwise directed to remove or not to remove the snow;
• Remove snow to within not more than six feet of all obstructions except trees. The radius around trees shall not be less than three feet. The removal of snow, if effected, from those areas, shall be accomplished by Marketplace personnel;
• Removes snow piles from Church Street at any time of day or evening, unless otherwise requested. We prefer the work be done during the day, between 6 AM and 6 PM;
• Agrees to adhere to safety practices with our pedestrians when removing snow during normal hours of business for Church Street shops and restaurants;
• Provide supervision at all times the contractor is present on the Marketplace to ensure efficient performance of work;
• Meet for a physical walk of the Marketplace with the maintenance supervisor or their designee to determine damage and quality assessment of work performed after each removal;
• Coordinate all work with the Marketplace’s maintenance supervisor or their designee;

FOR THE CONTRACT PERIOD MARKETPLACE AGREES TO:
• Be responsible for ALL salting on the Marketplace;
• Clearing snow away from the nine-foot right of way / sidewalk in front of all Church Street buildings;
• With its own equipment (John Deere tractors), push the bulk of snow into large piles into the center of Church Street when there is an accumulation of 1” or more of snow for the Contractor to remove;
• Provide contractor with access to the City’s “snow dump,” located near Burlington’s Waterfront and managed by the Department of Public Works. Marketplace requests that the Snow Dump be used during daylight hours to reduce noise from truck tailgates disturbing those residents living on Burlington’s Waterfront.

IV. RESPONSE FORMAT

Interested Contractors should submit their Bid and Work Plan, Attachment B, in conformity with the procedures outlined in Section VI of this RFP.

V. CONSULTANT SELECTION

A committee comprised of Marketplace staff and stakeholders will review the proposals and determine which, if any, contractor will be awarded the contract.

The Church Street Marketplace reserves the right to obtain clarification of any point in a vendor’s proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor’s proposal. Vendors who submit qualifying proposals may be asked to for an interview.
VI. **SUBMISSIONS**

To be considered, please submit an electronic and/or physical copy by 6:00 p.m. EST on August 31, 2020 to:

Kara Alnasrawi  
Executive Director  
Church Street Marketplace  
131 Church Street – Suite 209  
Burlington, VT 05401  
kalnasrawi@burlingtonvt.gov

VII. **CONTRACTING**

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: https://www.sec.state.vt.us/. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (attachment A in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

If the award of the contract aggrieves any firms, they must appeal in writing to the City. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

VIII. **AGREEMENT REQUIREMENTS**

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Consultant Conditions (Attachment C) and the attached Draft Agreement (Attachment A).

IX. **LIMITATIONS OF LIABILITY**

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

X. **COSTS ASSOCIATED WITH PROPOSAL**

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity
XI. **INDEMNIFICATION**

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party’s acts and/or omissions in or related to the submission of the response.

XII. **REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. **OWNERSHIP OF DOCUMENTS**

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIV. **PUBLIC RECORDS**

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XV. **PUBLIC HEALTH EMERGENCIES**

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID–19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.
While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.