



## **REQUEST FOR PROPOSALS**

### **MOWING OF TALL GRASS AND WEEDS**

*Code Enforcement*

March 16, 2022

Issued By:

Fargo Cass Public Health  
401 3<sup>rd</sup> Ave. N.  
Fargo, ND 58102  
(701) 241-1388 (Phone)  
(701) 476-6690 (Fax)



Fargo Cass Public Health is issuing a Request for Proposal (RFP) for contractor assistance in performing mowing of tall grass and weeds in association with City Ordinance Code Enforcement

Contractor will deliver one (1) original proposal to the following Address:

**City of Fargo Auditors Office  
RFP Mowing of Tall Grass & Weeds  
Code Enforcement  
225 4th 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**

**April 8, 2022, 2:00 p.m.**

Proposals received after the above cited date and time will not be considered.

- Please make sure the envelope or package is marked:  
**"MOWING OF TALL GRASS AND WEEDS RFP"**  
***Code Enforcement***
- Please direct questions regarding this RFP to Grant Larson at (701) 241-1388.

Thank you for your interest.

## **I. PURPOSE OF PROPOSAL**

The City of Fargo is seeking contractors to work with Fargo Cass Public Health to mow properties with tall grass and/or weeds that have been inspected by Environmental Health Department and found to be in violation of City Ordinance 11-0805 "Control of noxious or other weeds and tall grass".

## **II. 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 because it is deemed 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 selected.

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 obligations 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. If RFP revisions are made, the deadline for submission of proposals may be adjusted. To be eligible for consideration, the original and amended proposal must be delivered to the City of Fargo Auditors Office on or before the date and time specified.

The fees listed in the bidder's proposal will not be subject to any price increase from the time the proposal is submitted through the end date of the contract.

## **III. 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 two (2) current references of former agreements covering similar services listed in the proposal. Include company name, contact name, and phone number.
- C. 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.

#### IV. SCOPE OF SERVICES

This RFP is for mowing of tall weeds and/or grass on properties that have been found to be non-compliant with City Ordinance 11-0805 "Control of noxious or other weeds and grass". The term of this contract shall run from May 1, 2022 through November 15, 2024. The contractor will be required to perform the mowing of tall grass and/or weeds as set forth in this section.

##### A. Mowing Services

1. Light Duty Mowing – Mowing that can be accomplished with the use of a walk behind lawnmower, push lawnmower, or a riding lawnmower as well as a string/plastic blade weed trimmer.
2. Heavy Duty Mowing – Mowing that must be accomplished with the use of a tractor mounted rotary mower and a saw blade weed trimmer.
3. Trimming – Trimming of vegetation around objects located on designated properties in order to eliminate tall grass and/or weeds that is not accessible by a lawnmower.
4. Work Order – Contractors will follow specific instructions on the work order which will detail what needs to be mowed or addressed on a specific property. Please note, no grass and/or weeds shall be left on any public sidewalk or blown onto city streets.
5. Timeframe - Contractors will be required to complete the mowing of the tall grass and/or weeds within **48 hours** following notification from Environmental Health Department staff, weather permitting.
6. Photographs - Contractors will be required to submit electronic photographs **before and after** conducting the work completed in accordance with a work order. Photographs should include clear views of the tall grass and/or weeds on the property as well as the house number on the residence. Photographs will be submitted with contractor's bill to the city and will be used to verify the scope of services performed. If the appropriate photographs are not submitted, the city has the right to **refuse payments** for services associated with said property.
7. Obstructions - Contractors will not be responsible for mowing areas on the property that are obstructed and unable to be mowed. Contractors will, however, make a reasonable effort to mow/weed whip between and around such obstructions.
8. Safety - All mowing services will be conducted in a safe manner, with care given to the safety of the general public.

**B. Equipment Requirements**

Contractors will provide the necessary equipment to accomplish the details for each work order. Equipment must be of sufficient type, capacity, and quantity to safely and efficiently perform the mowing services as specified.

**C. Hours/Conditions of operation**

All mowing operations shall be legally performed between the time of sunrise and sunset and shall not be performed if tall grass and/or weeds are too wet to cut evenly.

**D. Property Damage**

Contractors will notify, in writing, the Director of Environmental Health of any property damage that occurs as a result of mowing or trimming services. Notification will occur within 48 hours of the contractor becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of mowing or trimming services. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Environmental Health Department, any damaged property in a timely manner.

**V. STANDARD PROVISIONS FOR CONTRACTS**

**A. Reporting of Contractor**

The contractor will work closely with the Environmental Health Division in order to insure timely and 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 at any time 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 written 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. Either party may terminate the contract by giving ten (10) days written notice to the other party.

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.

## VI. 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 contractors' 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.

### B. Term of Contract

The initial term of this contract shall be for two (2) years commencing on **May 1, 2022 and expiring November 15, 2024.** The term of this agreement may be extended for a one-year period for a maximum of two (2) additional years, if approved and accepted, in writing, by both the contractor and the city prior to October 31<sup>st</sup> of the final contract year.

Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for the city to exercise an additional year. The awarded contractor or city may submit a written notification requesting to exercise the extension by no later than April 15th of the appropriate year.

The initial agreement places no obligation on the city to renew beyond the initial term of the contract.

### C. Evaluation Criteria

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

1. Previous Work Experience – 25%
2. Work performance (references will be checked by the city) – 25%
3. Price – 50%



## Evaluation Criteria

1) Previous Work Experience – please provide a narrative of any relevant work experience.

2) Work performance - Please provide at least two (2) work related references.

3) Bid Sheet – Please provide your hourly costs below.

Hourly Service	Fee Per Hour
Light Duty Mowing	\$
Heavy Duty Mowing	\$
Trimming	\$

*All work orders associated with mowing and/or trimming will provide details for each specific property involved in the bidding process and will need to be bid accordingly.*

## SIGNATURE SHEET

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Signature

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Company Name

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Print Name

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Company Address

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Title

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City, State

---

Zip Code

---

Telephone Number

---

Fax Number

---

Federal Tax ID Number

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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.