



**Request for Proposals (RFP23174)**  
**Engineering/Architectural Services**

**RFP Submittals Due:**  
October 20, 2023, at 2:00pm

**City of Fargo Auditor's office**  
225 4th Street N  
Fargo, ND 58102

# **City of Fargo**

## **Request for Proposals: Qualified Engineering/Architectural Firms**

### **INTRODUCTION**

The City of Fargo is seeking submissions for qualified Engineering and Architectural firms to provide services for City of Fargo owned and leased facilities. Services are to include one or more of the following, but not limited to:

- |   |                            |
|---|----------------------------|
| 1. Design Development                       | 8. Specialty Services      |
| 2. Structural Design/Repair Services        | 9. Project Management      |
| 3. Construction Documents                   | 10. Master Planning        |
| 4. Construction and Contract Administration | 11. Drafting and Design    |
| 5. Construction Management                  | 12. Electrical Engineering |
| 6. Record Drawings                          | 13. Mechanical Engineering |
| 7. Building Specification                   |                            |

### **OVERVIEW**

The City of Fargo owns and/or leases over 40 facilities with a wide variety of functions. Some buildings are managed by the Division that occupies the location. Other locations fall under the scope of Facilities Management. Your primary contact for each project will vary based upon the location. The specific criteria for services may also differ slightly from facility to facility. It will be the firms' responsibility to clarify scope of work with their primary contact on each work order or project. Included among City facilities are the Police Stations which have enhanced security requirements. In order to perform work at any of the Police Stations, individuals will be required to go through fingerprinting and a background check. Those background checks must be completed (and returned clear) prior to the start of any work.

The City of Fargo intends to review the submittals, select firms, and enter into master service agreements (MSA's) with the selected firms for three (3) years with two (2) one year options to extend. A sample MSA has been attached in Exhibit A. The requirements are included in the sample MSA. The actual MSA will be developed by the City after the consultant selection. It is the City's intent to utilize the same MSA for all of the firms.

The exact scope of work under any master service agreement will be determined during the life of the agreement on a case-by-case, as needed basis. Qualification and/or contract is not a guarantee of work. Firms may still be asked to provide bids or quotes for specific projects. If an acceptable agreement cannot be reached, the City will select another prequalified firm. Grant of an MSA pursuant to this RFP does not guarantee any particular volume, level, or amount of work, nor shall any respondent who is granted an MSA pursuant to this RFP have an exclusive or sole right to perform the work as described in this RFP. Interviews are not anticipated, but may be conducted at the discretion of the City, if deemed necessary.

## **PROPOSAL RESPONSE REQUIREMENTS**

The proposal shall include the following information:

### **A. PROPOSER'S INFORMATION**

- Company name, address, email, phone number, primary contact, and website of the company submitting the response.
- List of professional services for which the company would like to be considered corresponding to the services listed.
- Description and history of the company, including year established, type of ownership and parent company, if any. Along with company's experience and qualifications.

### **B. QUALIFICATIONS AND EXPERIENCE** Number of years your company has been in business under its present business name. If applicable, other names which your organization has been known and the length of time known by each name. Identify the company's representative who will be the main contact. Include recent examples of projects completed.

### **C. REFERENCES** Three (3) current references. The reference must include a name and phone number of the primary contact for that reference. **\*If the company has worked with the City of Fargo in the last three years, this must be listed as one of the references.**

### **D. SCHEDULE OF FEES** Provide a schedule of fixed hourly rates.

## **EVALUATION CRITERIA**

All Proposals received on time will be opened, in a non-public setting. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

### **QUALIFICATION AND EXPERIENCE – 30 Points**

- The experience and expertise of the firm.
- Quality/experience of the project team.

### **PROFESSIONAL SERVICES PROVIDED – 30 Points**

- List of professional services for which the company would like to be considered corresponding to the services listed.
- Displays thorough knowledge of the project scope

### **SCHEDULE OF FEES – 30 Points**

- Clarity and simplicity.

### **REFERENCES – 10 Points**

The City reserves the right in any or all submittals, to reject, to waive any technical defects or irregularities, or to accept what is, in its judgment, the submittal(s) which is in the City's best interest.

## **INQUIRIES**

Questions pertaining to this RFP should be directed, no later than October 11, 2023 by Noon. Answers to all questions will be posted in an addendum on [www.FargoND.gov/bidpostings](http://www.FargoND.gov/bidpostings) on October 12, 2023. Questions can be sent to the following:

Bekki Majerus  
Director of Facilities Management  
City of Fargo  
701-298-6966  
[bmajerus@FargoND.gov](mailto:bmajerus@FargoND.gov)

Jeremy Heim  
Facilities Coordinator  
City of Fargo  
701-715-0784  
[jheim@FargoND.gov](mailto:jheim@FargoND.gov)

## **SUBMISSION INSTRUCTIONS**

Firms shall deliver one (1) hard copy and four (4) flash drives of their submission in a sealed envelope to the City of Fargo Auditor's office. The envelope must be clearly marked with the **Company's Name** and **"City of Fargo RFP: Engineering/Architectural Services."**

Sealed RFP submittals must be received no later than **2:00 PM on Friday, October 20, 2023** at:

City of Fargo, Auditor's Office  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

City Hall hours are Monday – Friday from 7:45 AM to 4:30 PM.

**LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

## **TENTATIVE SCHEDULE**

The City reserves the right to modify the timeline if necessary.

RFP posted	September 25, 2023
Questions due	October 11, 2023 by Noon
Addendum with answers posted	October 12, 2023 by 4:00pm
Submittals due	October 20, 2023 by 2:00pm
Selection Committee	
Review Proposals	October 23 - 25, 2023
Final Selection(s)	October 23 - 25, 2023
City Commission Approval of selection	October/November
Notice of Award	November
Master Service Agreement due	Within 14 days after award
Agreement to City Commission for Approval	November

## Exhibit A

**Master Services Agreement**  
**Between**  
**City of Fargo**  
**and** \_\_\_\_\_

This Master Services Agreement (the “Agreement,” which includes all attached schedules), effective \_\_\_\_\_ (“Effective Date”), is entered into by and between \_\_\_\_\_ (the “Vendor”), having a principal place of business at \_\_\_\_\_, and City of Fargo (the “City”), a North Dakota municipal corporation, having a principal place of business at 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102 (each a “Party” and collectively, the “Parties”).

**1. TERM**

The term of this Agreement will be (3) three years from the Effective Date, with (2) optional one-year extensions.

**2. STATEMENT OF WORK**

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form (“Statement of Work”) attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as “Services.”

**3. MATERIALS**

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

**4. LIEN WAIVER**

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City’s obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

## 5. COMPENSATION

The Parties shall negotiate rates annually. Negotiated Rate Sheet (“Rate Sheet”) for the current Agreement year is attached as Attachment B. If a new rate sheet is not negotiated by December 31 for the current Agreement year, the Rate Sheet shall carry forward for the next year. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to [FinanceAPAR@FargoND.gov](mailto:FinanceAPAR@FargoND.gov).

## 6. OWNERSHIP OF DOCUMENTS

Vendor’s work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City’s property, unless otherwise agreed.

## 7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

## 8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. “Conflict of Interest” means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person’s ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

## 9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$5,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

iv. Professional Liability/Errors and Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Vendor or Vendor's Personnel in the performance of services with a liability limit of not less than U.S. \$2,000,000 per claim.

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, consultant error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant,

or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

**12. FORCE MAJEURE**

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

**13. DISPUTE RESOLUTION**

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

**14. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

**15. ENTIRE AGREEMENT**

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

**16. ASSIGNMENT**

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

**17. TERMINATION**

This Agreement may be terminated by either party upon seven days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.



18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and \_\_\_\_\_ have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

VENDOR

BY \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

BY \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY \_\_\_\_\_  
Steven Sprague, City Auditor

### **Statement of Work**

This Statement of Work is a summary of all services the Vendor is able to provide under the Master Services Agreement. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following Services as requested in work requests, awarded bids or awarded requests for proposals from the City.

- <Bulleted list of services>

SAMPLE

### **Rate Sheet**

The Rates below are valid beginning \_\_\_\_\_. Rates may be renegotiated at the request of either party annually. If new Rates are not negotiated by December 31 of the year, the Rates shall carry forward for the next year of the Agreement.

Rates for projects outside of the scope of this agreement will be negotiated separately.

Rates:

SAMPLE