



REQUEST FOR PROPOSALS
for
Controlling stagnant water, excavations,
and dirt piles

Code Enforcement

April 15, 2019

Issued By:

Fargo Cass Public Health
1240 25th St. S.
Fargo, ND 58103
(701) 241-1388 (Phone)
(701) 298-6929 (Fax)



Fargo Cass Public Health is issuing a Request for Proposal (RFP) for contractor assistance in controlling stagnant water, excavations, and dirt piles in association with City Ordinance Code Enforcement

Contractor will deliver one (1) original RFP to the following address:

**Fargo Cass Public Health
Attn: Environmental Health
1240 25th St. S.
Fargo, ND 58103**

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

Proposal Due Date and Time

No later than 2:00 pm, Friday, April 26, 2019

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

- Please make sure the envelope or package is marked:

**“ENVIRONMENTAL HEALTH STAGNANT WATER, EXCAVATIONS,
AND DIRT PILES CODE ENFORCEMENT RFP”**

- 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 a contractor to work with Fargo Cass Public Health to maintain properties with stagnant water, excavations, and/or dirt piles, which have been found to be in violation of City Ordinance 11-0805 by the Environmental Health Division.

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 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 deemed to best meet the city's specifications and needs.

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 obligation 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. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposal and amended proposal must be at the City of Fargo Auditors Office on or before the date and time specified.

The prices stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened to the mutually agreed end date of contract.

III. PROPOSAL SPECIFICATIONS

Contractors will submit the Proposal Application, which is provided, and includes the following information:

- A. Contractor's qualifications, years in business, experience in providing the type and level of service specified in the proposal, insurance and bond information, North Dakota Contractor Number.
- 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 maintenance of stagnant water, excavations, and/or dirt piles on properties that have been found to be non-compliant with City Ordinance 11-0806 "Duty of property owners to control stagnant water, fill excavations, and remove dirt piles." The term of this contract shall run from May 1, 2019 through November 15, 2021. The contractor will be required to perform the maintenance as set forth in this section.

A. Maintenance Services

1. Dirt Piles/Excavations – Provide adequate equipment to load and haul any dirt that is required to be removed and/or utilize similar equipment to fill any excavations located on the property in question.
2. Stagnant water – Provide adequate equipment (i.e. pumps) to drain stagnant water on the property in question.
3. 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.
4. Timeframe - Contractors will work directly with the Environmental Health Division at Fargo Cass Public Health to determine the timeframe for the maintenance in order to abate the nuisance.
5. Photographs – The contractor will be required to submit electronically date/time stamped photographs before and after completing a work order. Photographs will be submitted with contractor's bill to the city and will be used to verify the scope of services performed.
6. Safety - All 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 associated with sufficient type, capacity, and quantity to safely perform the mowing services as specified.

C. Hours/Conditions of operation

All maintenance operations shall be performed between the legal sunrise and sunset.

D. Property Damage

Contractors will be notified in writing by the Director of Environmental Health of any property damage that occurs because of services rendered. Notification will be within 24 hours of Director of Environmental Health becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, because 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 Personnel and will cooperate and confer with him/her as necessary to insure 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 city.

The city reserves the right to inspect the contractor's activities 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.

C. Term of Contract

The initial term of this contract shall be for two (2) years, commencing on May 1, 2019 and expiring November 15, 2021. The term of this agreement may be extended for one-year periods for a maximum of two (2) additional years, if approved and accepted in writing by both the contractor and the city prior to November 15th of the appropriate 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 option 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.

D. Evaluation Criteria

The proposal submitted and received by the City of Fargo/Fargo Cass Public Health will be evaluated and ranked according to the following criteria:

1. **Previous Work Experience – 25%**
2. **Work performance (references will be checked by City of Fargo) – 25%**
3. **Price – 50%**

VII.

PROPOSAL APPLICATION

“ENVIRONMENTAL HEALTH STAGNANT WATER, EXCAVATIONS, AND DIRT PILES CODE ENFORCEMENT RFP”

Business Name: _____

Address: _____ City _____ State _____ Zip _____

Business Phone: _____ Mobile: _____

Email Address: _____ Contact Name: _____

Proposal Specifications

Contractor’s qualifications:

Experience in type and level of service:

Years in Business: _____ Insurance and Bond Information: _____

ND Contractor Number _____

List two references of former agreements including company name, contact name, and phone number

1)

2)

Hourly Service

Remove or fill dirt piles or excavations \$

Haul in fill \$

Level dirt piles or excavations \$

Pump stagnant water \$

SIGNATURE SHEET

Signature

Company Name

Print Name

Company Address

Title

City, State Zip Code

Telephone Number

Fax Number

Federal Tax ID Number

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.