



**REQUEST FOR  
PROPOSALS/QUALIFICATIONS**

**FOR**

***CODE COMPLIANCE ABATEMENT  
LAWN MOWING/YARD SERVICES  
CITY OF DUNKIRK***

**CITY OF DUNKIRK  
342 CENTRAL AVENUE  
DUNKIRK, NEW YORK 14048  
ATTN: OFFICE OF THE CITY CLERK  
(716)-366-0452  
FAX (716) 363-0058**

**ISSUE DATE: March 8, 2015**

**DUE DATE: 3:00 P.M., FRIDAY, MARCH 27, 2015**

## *Code Compliance Abatement – Lawn Mowing/Yard Services*

Introduction and Instructions. The City of Dunkirk encourages all qualified applicants, including Minority-owned Business Enterprises, Women-owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.

The successful proposer must obtain Dunkirk's approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

Proposals (one original and four copies) must arrive and be received by the City of Dunkirk no later than **March 27, 2015 at 3:00 p.m. EST.** All proposals shall be submitted to: **Dunkirk City Clerk, 342 Central Avenue, Dunkirk, New York 14048.**

No proposal will be considered which is not accompanied by all required information detailed hereinafter, and all proposals must be signed by an authorized individual.

Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

The successful proposer shall be required to provide insurance of the type and in the amounts as approved by the City's Department of Law and shall be required to execute a Contract, all subject to the approval and direction of the Dunkirk Common Council.

The successful submission, or submissions, as approved by the Dunkirk Common Council and consistent with the terms of a written agreement with the City, will be provided on a contract, as-needed basis such services as are required from time-to-time by the City as below described, upon terms and conditions further detailed in a written Contract with Dunkirk.

A proposal that is in the possession of Dunkirk may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the due date. Fax, e-mail, telephone or verbal alterations will not be accepted. A proposal that is in the possession of Dunkirk may be withdrawn by the vendor up to the time of the due date.

Evaluation Criteria. Proposal meeting the requirements outlined in this RFP shall be given due consideration. The selection of a vendor shall be based on Dunkirk's evaluation of the entire submitted proposal. Dunkirk reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.

A contract may be awarded to the proposer whose proposal achieves the highest evaluation, and not solely on the basis of price.

Award and Contract Information. The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs who hereunder because of age, race, color, sex, creed, sexual orientation, national origin or disability.

The proposer expressly warrants to Dunkirk that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.

Dunkirk reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of Dunkirk to do so. Explanations of Dunkirk's decisions shall not be required except as otherwise provided by law.

The successful proposer will be required to enter into and sign an Agreement or Agreement of Services (Contract) with Dunkirk with reasonable adjustments acceptable to Dunkirk. This RFP and the response of the successful proposer may become part of the Contract and will be in effect for the duration of the Contract. The Contract language will control over any conflicting language contained within the RFP.

The successful proposer will not commence any work until a valid Contract has been executed by both the proposer and Dunkirk.

Qualifications. Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work. Proposals should provide the following: qualifications, relevant experience, accomplishments in the field, education/training/certifications, insurance (including workers' disability and workers' compensation), details of proposed fee requirements and structure, brief statement as to the reasons the vendor believes to be best qualified.

Dunkirk shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the Contract, and the proposer shall furnish to Dunkirk all such information and data for this purpose as may be requested.

Dunkirk reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the Contract that in its sole discretion, the proposer is

qualified to properly carry out the terms of the Contract.

The City reserves the right to engage one or more contractors to undertake such services within its own discretion, and to assign work in the manner it sees fit, in its sole discretion.

Details. Dunkirk is soliciting proposals from qualified vendors capable of providing certain Code Compliance Abatement, Lawn Mowing/Yard Services on an as-needed, contract basis, for the 2015 season.

The abatement includes the mowing of grass/weeds greater than six (6) inches in height. Abatement requests will be made on a per-site authorization basis from the City's Building Inspector's Office.

The general scope of duties and responsibilities of the required assistance and services includes, but is not necessarily limited to, providing:

- Mowing all established grasses and vegetation (excluding shrubs, trees, heavily wooded area, and reasonably-maintained garden areas);
- Services capable of completing several jobs in a timely manner on a per-call basis;
- Services capable to handle several jobs consisting of extremely tall grass/weeds;
- Availability of equipment, personnel and skill requisite to provide the services in a good, workmanlike and timely manner, including the ability to service requests
  - for work on ungraded lots, steep slopes and/or fields;
  - for work on lots with grass/weeds in excess of six inches (6") in height;
  - for work on lots with hedges in excess of four feet (4') in height, with trimming removal;
- Mowing of vegetation in/around structures to a neat appearance with grass height of three inches (3") or less;
- Removal and proper disposal of all trash and debris in subject lots
- Clearing of sidewalks, alleys or adjacent public rights-of-way of trimmings and clippings;
- Submit invoices to the City in an efficient and timely manner as requested by the Building Inspector's Office; and,
- Such other and further related duties as agreed upon.

The successful applicant(s) will be required to undertake the duties and responsibilities in a professional and good-and-workman-like manner, with general direction by the City.

To facilitate correct drawing and execution of the Agreement, please supply full information concerning legal status:

FIRM NAME: \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

CHECK ONE:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_

Individual \_\_\_\_\_ Other \_\_\_\_\_

(Incorporated under the Laws of the State of \_\_\_\_\_)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_)

TRADE NAMES: \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS/PRINCIPALS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME, TITLE AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_