



## Public Nuisance Abatement Request for Proposal

**Work Description:** Grass and Weed cutting; Tree and Brush Trimming; Tree Limb and Brush Removal; Trash and Debris removal; Health and Safety Nuisance Abatement – Securing Unsecured Structures

**Contract Period:** To include part of FY 2016 - 2017 beginning July 6, 2016 and ending June 30, 2017; shall hereafter be referred to as contract year July 1, 2016 to June 30, 2017

**Instructions:** A **Mandatory Pre-Proposal Conference** will be held at 2:00 pm on Friday June 17, 2016 at Development Services Office, 334 Elm Avenue, Yukon, OK.

Complete Bidding Package must be filled out completely and submitted by **3:00 pm Friday, June 24, 2016.**

Proposal/Bids will be received by the City Clerk's Office of the City of Yukon at 500 W. Main Street/P.O. Box 850500, Yukon, OK 73085, through above referenced date and time.

**Due Date:** June 24, 2016 – 3:00 pm

**Questions:** Any correspondence, question or request for copies of Request for Proposal bidding and information Package should be directed to City of Yukon, Development Services Director, attn. Mitchell Hort, P.O. Box 850500, Yukon, OK 73085. Development Services office is currently located at 334 Elm Avenue and the office phone number is 405-354-6676.

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# Request for Proposals

## For Public Nuisance Abatement

### I. Introduction

#### A. Requesting Entity Information

The City of Yukon, Oklahoma, with municipal offices located at 500 W. Main, PO Box 850500, Yukon, OK 73085 is the requesting entity.

#### B. Overview and Objective

The purpose of this request is to contract with at least one and probably two contractors for "Indefinite Delivery - Indefinite Quantity" nuisance abatement services for the abatement of; tall weeds and grass; removal of trash and debris; trimming and removal of brush and trees and securing unsecured structures for the contract year 7/01/2016 - 6/30/2017.

The City of Yukon will provide the abatement projects to contractors as they are approved by Development Services (f/k/a Community Development) after going through proper notice and hearing process outlined in the City of Yukon Code of Ordinances. Projects will be assigned to contractor, first on a rotating basis starting with the contractor with the highest Ranking and second based on the availability of contractor to start within a minimum of 48 hours of notice. Contractors inability to perform in timely manner both in beginning and finishing project, could affect assignment of projects.

The Director of Development Services or his designee will provide in writing the details of each abatement project. It is the contractors' responsibility to ask all clarifying question regarding the project at the time of assignment and get any changes that have been agreed to in written form. The Director of Development Services or his designee and the Contractor will agree on the starting and length of time for each project assigned.

It is understood and agreed that this proposal and ultimate agreement entered into with the City of Yukon is not guaranteed for the duration of the stated contract period or for any specific or estimated quantity of work.

## II. Contract Criteria

### A. Detailed Criteria

The successful contractor(s) will be required to visit the City of Yukon to familiarize himself with the proposed project, its scope of work, and the areas affected. The scope of work is anticipated to include the following activities:

1. Abatement of Trash, Grass and Weeds

Abatement of Trash, Grass and Weeds as defined in the contract specifications will include but not be limited to the removal of said conditions as defined in:

**Chapter 46 – Article II – Division II - Section 46-41 & 46-42**

**Trash** means any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal or waste, or matter of any kind or form which is uncared for, discarded or abandoned.

**Weed** includes, but is not limited to, poison ivy, poison oak, or poison sumac and all vegetation, **including grass**, at any state of maturity which:

- (1) Exceeds ten inches in height, except healthy trees, shrubs or produce for human consumption grown on a tended and cultivated garden unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of such weeds;
- (2) Regardless of height, harbors, conceals or invites deposits or accumulation of refuse or trash;
- (3) Harbors rodents or vermin;
- (4) Gives off unpleasant or noxious odors;
- (5) Constitutes a fire or traffic hazard; or
- (6) Is dead or diseased.

**The term "weed" shall not include** tended crops on land zoned for agricultural use which are planted more than 150 feet from a parcel zoned for other than agricultural use

2. Removal of Health Nuisances (including the Securing of Structures)

Removal of health nuisances as defined in the contract specifications shall include but not be limited to removal of said conditions as defined in:

**Chapter 46 – Article II – Division I**

**Section 46-26 Creation or maintenance prohibited**

a. It shall be unlawful for any person to create or maintain a public nuisance within the city, or to permit a public nuisance to remain on premises under his control within the city.

**Section 46-27 Certain nuisances enumerated**

In addition to other public nuisances declared by other sections of this Code or law, the following are hereby declared to be public nuisances:

- (15) Any building or structure which is dangerous to the public health or safety because of damage, decay or other condition

**Section 46-30 Abatement of health nuisances**

(a) Pursuant to authority granted by 63 O.S. § 1-1011, the code official shall have authority to order the owner or occupant of any private premises in the city to remove from such premises, at his own expense, any source of filth, cause of sickness, condition conducive to the breeding of insects or rodents that might contribute to the transmission of disease, or any other condition adversely affecting the public health, within 24 hours, or within such other time as might be reasonable, and a failure to do so shall constitute an offense. Such order shall be in writing and may be served personally on the owner or occupant of the premises, or authorized agent thereof, by the code official or by a policeman or a copy thereof may be left at the last usual place of abode of such owner, occupant or agent, if known and within the state. If the premises are unoccupied and the residence of such owner, occupant or agent is unknown, or is without the state, such order may be served by posting a copy thereof on the premises, or by publication in at least one issue of a newspaper having a general circulation in the city.

## B. Period of Performance

The period of performance for the contract is July 1, 2016 to June 30, 2017. The successful contractor will be issued a Notice-to-Proceed with Contract and issued work orders as they are processed by the Development Services office.

## C. Proposed Contract Schedule

Bid/Proposal Due	June 17, 2016
Contractor Selection	June 24, 2016
Contract Agreement Approved by Staff	June 27, 2016
Approval/Execution of Contract by City Manager	June 30, 2016

\*If second meeting is required for presentations, the dates above will be changed, with Council action at a later date.

## D. Inquiries

Questions regarding the proposal may arise as proposers are preparing their packages and should be addressed to Mitchell Hort, Director of Development Services (405)-354-6676

## III. RFP Criteria

### A. General Requirements

The Yukon City Clerk's office at 500 W. Main, Yukon, Ok must receive all proposals by 3:00 pm on **June 24, 2016**.

Proposals must be signed by a duly authorized official of the proposer. A minimum of **FIVE (5) COPIES** of the proposal must be submitted. No reimbursement will be made for any cost incurred in preparing the proposal or any cost prior to a formal notice to proceed.

Each proposal shall state it is valid for a period on not less than sixty (60) days from the date of receipt.

**B. Prohibited Interest**

No member, officer, employee of the City of Yukon, or member of its governing body during his or her tenure, or one (1) year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

**C. Equal Employment Opportunities**

In connection with this proposal, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped or disadvantaged person, or disabled or War Veteran.

The Contractor shall furnish all necessary information and reports and shall permit access to its books, records and accounts by the City of Yukon for purposes of investigation to ascertain compliance with the non-discrimination/minority business provision of any resultant contract.

**D. Insurance Requirements**

The Contractor(s) must obtain the following insurance:

1. The contractor shall maintain, during the life of this contract, Workers Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer’s Liability Insurance in the amount of not less than twenty-five thousand dollars (\$25,000) for all his employees.
2. Comprehensive Public Liability Insurance including, but not limited to products liability:
  - a. Bodily Injury – each person \$ 500,000.00
  - b. Bodily Injury – each accident \$ 1,000,000.00
  - c. Property Damage – each person \$ 500,000.00
  - d. Property Damage – each accident \$ 100,000.00
3. Comprehensive Automobile Insurance
  - a. Bodily Injury – each person \$ 500,000.00
  - b. Bodily Injury – each accident \$ 1,000,000.00
  - c. Property Damage – each person \$ 50,000.00

**\*Performance Bond in the form of a Cash Surety in the amount of \$1,500.00 to be held in escrow during the term of the contract.**

The policies of insurance shall be executed by insurance or indemnity carriers authorized to do business in the State of Oklahoma, and said insurance shall name the City of Yukon, as additional insured.

The contractor shall furnish certificates evidencing such insurance shall not be cancelled or changed without giving the Community Development Department ten (30) days prior written notice.

#### **E. Minimum Content of Proposal**

**At a minimum the proposal should contain the following elements:**

1. Type of business organization, length of time in business and names of operational managers.
2. Proof of required Insurance
3. Detail of previous experience in both residential, commercial & Municipal
4. Three (3) references with contact name, phone number & email Address
5. Detail of current equipment inventory
6. A list of employees & supervisors who will be performing services under Contract
7. Proposed Fee Schedule - (Attachment A)

#### **IV. Selection Process**

##### **A. Right to Reject**

The City of Yukon retains the right to reject any or all proposals to re-solicit if deemed to be in the best interest of the City of Yukon.

##### **B. RFP Review Process**

The City of Yukon will review responses to this RFP that meet the requirements enumerated and are received prior to the designated closing date. Firms without the ability to acquire adequate insurance, in minimum amounts set forth herein to protect the City's interest, will not be considered and will not be evaluated.

Upon review of all qualified proposers, the selection committee will rank all the qualified proposers. The two highest ranked proposers will be selected and offered a contract based on the Contract Specifications.

If the City is unable, after good faith efforts, to secure a satisfactory contract with one or both of the selected proposers, it shall formally end consideration of that proposer(s) and may offer a contract to the next highest ranked proposer(s).

**C. Keynotes**

The most important evaluation emphasis will be placed upon the ability of the proposing company to complete the work assigned with the time frames set forth in the Contract Specifications. Illustrative and descriptive material describing previous work of the proposer, his or her equipment, and abilities is recommended. At the proposer's request, this material will be returned at the completion of the review process, at their expense.

The proposer shall provide a list of previous related work experience with contact persons and phone numbers.

Key personnel (by names and position) relative experience and capabilities, as well as subcontractors, will be evaluated closely.

**D. Ranking Criteria**

1. Acceptance of payment schedule. (Attachment C)	<b>MANDATORY</b>
2. Previous Residential/Commercial Experience	5 pts.
3. Previous Municipal Experience	5 pts.
4. References	40 pts.
5. Detail summary of equipment	30 pts.
6. Yukon based firm	20 pts.
TOTAL	<hr/> 100 points

**V. Finalization**

**A. Contract**

Successful proposers will be required to enter into a written agreement with the City of Yukon.

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 )  
 ) ss:  
 )  
COUNTY \_\_\_\_\_ )

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

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

Print Name of Signer: \_\_\_\_\_

\_\_\_\_\_  
Contractor, Supplier or Engineer Signature

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_ (seal)

My commission expires: \_\_\_\_\_