

**CITY OF ALEXANDER  
REQUEST FOR PROPOSAL**

**Occupation and Operation  
of Childcare Facility**

**November 27, 2024**

**PROPOSALS MUST BE DELIVERED TO:  
Brandi Gillespie, City Auditor  
112 Manning Ave., PO Box 336  
Alexander, ND 58831  
By 4:00 pm CT, January 8, 2025**

## **1. Introduction / Background**

The City of Alexander (“Alexander”), in partnership with McKenzie County Job Development Authority (“JDA”), desires to foster economic development in Alexander and McKenzie County. Through research, community input meetings, and discussion with employers it has been determined that the lack of affordable childcare is a severe, persistent, and critical constraint on the ability to promote economic development in Alexander and McKenzie County.

Alexander and the JDA--with funds from McKenzie County, the State of North Dakota, and Alexander--are in the process of constructing a childcare facility on lands owned and operated by Alexander. Alexander requests proposals from qualified childcare providers to operate the facility and provide affordable childcare to the public.

Construction of the facility is anticipated to be completed in July of 2025. Alexander will work with the successful applicant to furnish the facility with proper appliances, furniture, and other necessary equipment. Alexander anticipates covering these costs, but will work with the successful applicant to select and purchase appropriate appliances, furniture, and other necessary equipment.

## **2. Submission of Proposals**

Proposals must be delivered, either in person or via mail, to Brandi Gillespie, Alexander City Auditor no later than **4:00 pm CT, January 8, 2025** at the following address:

City of Alexander  
112 Manning Ave.  
PO Box 336  
Alexander, ND 58831

Applicant must submit one hard copy and one electronic copy. Mailed copies must be received by Alexander by the deadline. Electronic copies may be emailed to Brandi Gillespie at [cityofalexander@ruggedwest.com](mailto:cityofalexander@ruggedwest.com).

### **3. Questions Regarding Requests for Proposals**

Questions regarding the content of the Requests for Proposals (“RFP”) can be directed to:

- Daniel Stenberg, McKenzie County Economic Development Director  
701-444-8856
- Aaron Weber, Alexander City Attorney  
701-444-2211
- Brandi Gillespie, Alexander City Auditor  
701-828-3461

### **4. Proposal Requirements**

Proposals must address each of the following criteria set forth below. Please note, we are not looking for a large proposal and brevity will be appreciated.

- Information describing yourself and your current child-care facility, if applicable
- Provide your education, experience and qualifications relating to child-care, including licensing
- Describe your model for early childhood education services that you will provide. i.e. Infant/Toddler Care? Preschool? Or a mix of the above
- A budget that clearly shows the expenses anticipated in operating this facility and further detail into the number of children cared for, number of employees and potential rates
  - Proposed rent - Budget should include a proposed rental amount that applicant will pay for facility
  - Utilities and Services - Alexander will cover all utilities to building (water, sewer, electric, gas, phone/internet), snow removal, and garbage
- Describe how your organization will ensure that the facility complies with all licensing requirements of the type of program you plan to operate
- Describe your plan to fully utilize the facility, including your plan to increase enrollment, if applicable
- A clear and concise rationale as to why Alexander should select your organization

## **5. Evaluation and Selection Criteria**

Evaluation and selection criteria include, but are not limited to:

- Conformity to RFP
- Experience level
- Education level
- History of providing childcare in Alexander
- Licensing and/or ability to acquire licensing
- Familiarity with the area
- Knowledge and experience with local government
- Pricing and costs
- Experience and practices regarding
  - Community hiring
  - Engaging community stakeholders
  - Building effective community partnerships and collaboration
  - Utilizing local suppliers

The selection process will be conducted by an advisory board of representatives selected by Alexander with input from qualified individuals with knowledge of early child-care procedures and process. Once an applicant is selected, the applicant will work with Alexander to develop a lease for the facility. At no time during this process are the applicant and Alexander required to enter into contract with each other.

## **6. Timeline**

Subject to modifications, the timeline for this RFP is as follows:

- |  |   |
|--|---|
| • November 27 <sup>th</sup> , 2024                   | RFP issued  |
| • January 8 <sup>th</sup> , 2025                     | RFP submission deadline 4:00PM CST  |
| • January 8 <sup>th</sup> – February 4 <sup>th</sup> | Review of proposals and interviews  |
| • February 5 <sup>th</sup>                           | Award of Proposal   |
| • February 5 <sup>th</sup> – March 5 <sup>th</sup>   | Execute Facility Lease and other documents reasonably required by Alexander |

## **7. Other Terms and Conditions**

Alexander reserves the right to take any or all of the following actions:

- Cancel, delay, or re-open this RFP
- Reject any or all proposals or award the contract to the next most qualified applicant if the applicant receiving the award does not execute contracts acceptable to Alexander within thirty (30) days after receiving award

- Select for contract negotiations the applicant's proposal which in its judgement will best meet the needs of Alexander

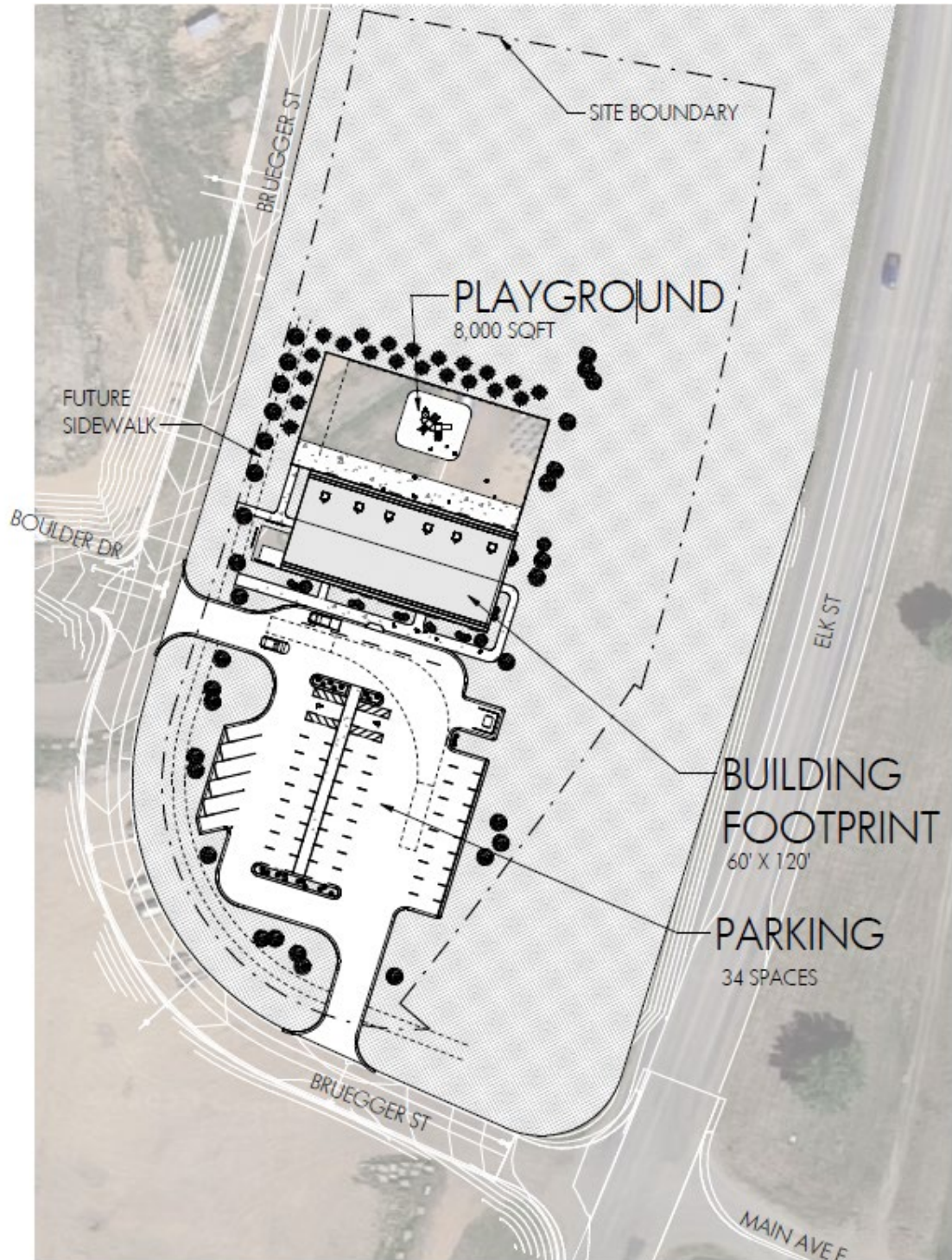
## **8. Supporting Documents**

- Exhibit A – Proposed Site Map
- Exhibit B – Facility Floor Plan
- Exhibit C – Memorandum of Understanding Template
- Exhibit D – Facility Lease Template

## **9. Public Record**

The contents of all proposals may be subject to North Dakota's Open Records Law and may be open to inspection by interested parties. Any information included in the proposal that the applicant believes to be a trade secret or proprietary information must be clearly identified in the proposal. Any identified information recognized as such and protected by law may be exempt from disclosure.

# Exhibit A – Proposed Site Map

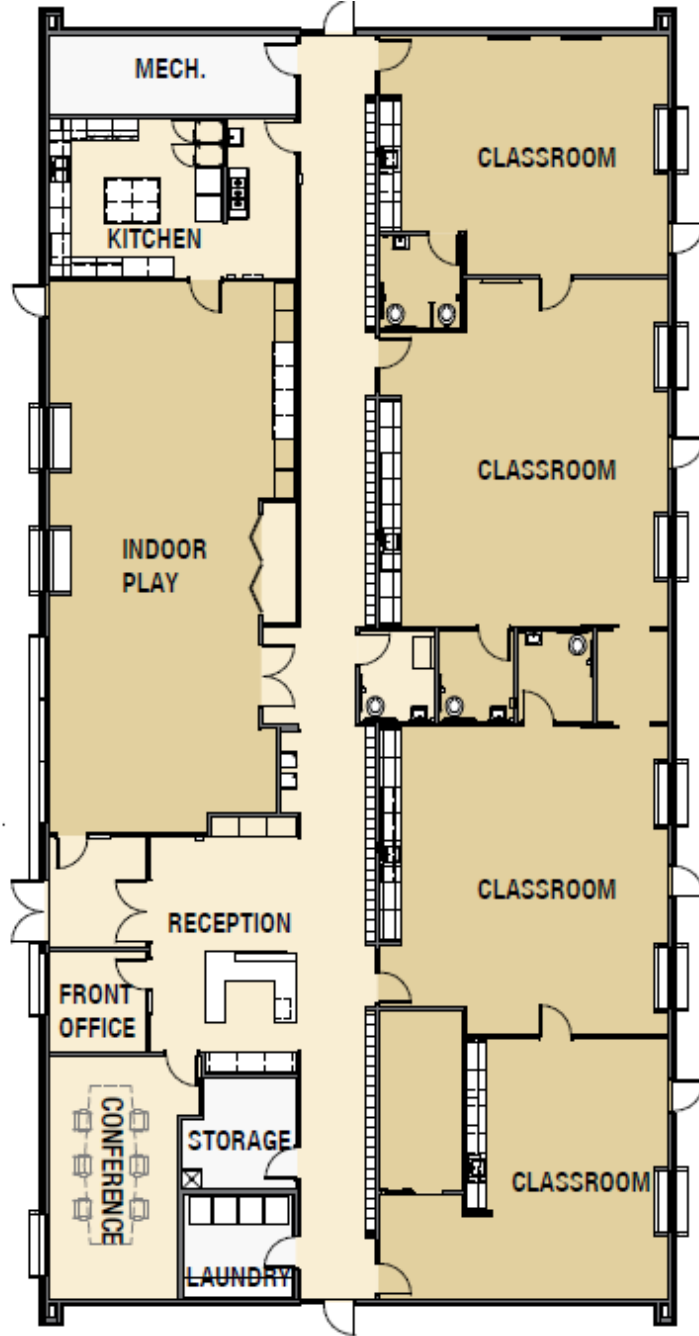


ALEXANDER CHILD CARE  
ARCHITECTURAL SITE PLAN

11/08/24 | JLG 23157 | © 2024 JLG ARCHITECTS



# Exhibit B – Facility Floor Plan



## ALEXANDER CHILD CARE FLOOR PLAN

11/08/24 | JLG 23157 | © 2024 JLG ARCHITECTS

1/16" = 1'-0"



# Exhibit C – Facility Lease Template

## FACILITY LEASE AGREEMENT

THIS FACILITY LEASE AGREEMENT (“Agreement”) is effective \_\_\_\_\_, 2025, between and by the **City of Alexander**, whose post office address is PO Box 336, Alexander, ND 58831, and \_\_\_\_\_, (herein "Tenant"), whose mailing address is \_\_\_\_\_.

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant certain real property (surface only) which includes improvements thereon and which by reference are made a part of this Agreement. Said real property described as follows:

### Lot 7, Block 1 of the Elk’s Subdivision of Alexander, McKenzie County, North Dakota

Subject to easements and reservations (including mineral reservations) of record; matter of fact or use; and further excepting and reserving unto the City of Alexander, all of its undivided interest in and to all oil, gas and other minerals

(Hereinafter the “Premises”). The street address of the Premises is 1115 Bruegger St., Alexander, ND 58831.

It is agreed between Landlord and Tenant:

- 1. Lease.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises which includes improvements thereon, including all improvements, appliances, and furniture (the “Equipment”), together with and including rights of ingress and egress and parking privileges (the “Premises”) on the terms and conditions stated herein and subject to all easements and reservations of record, matter of fact or use. Tenant shall use the Premises only for purposes of operating a licensed childcare facility and related business operations but for no other purpose without prior written consent of Landlord.
- 2. Cancelable Agreement.** This Agreement can be cancelled by Tenant with one hundred and eighty (180) day written notice to Landlord.
- 3. Term and Rent.** The term of this Agreement shall commence on \_\_\_\_\_, 2025. The term shall continue for two (2) years (“Initial Term”).



Monthly rent due for the Initial Term is \$\_\_\_\_\_. The first rent payment shall be due on \_\_\_\_\_, 2025. Future rent payments are due on or before the 1st day of each month.

The Tenant shall have the option to extend the Initial Term. The first renewal shall be for a two (2) year term ("First Renewal Term") with monthly rent of \$\_\_\_\_\_ per month. The Tenant must provide written notice of its intent to exercise the First Renewal Term to the Landlord ninety (90) days in advance of the expiration of the Initial Term. Landlord must consent to the extension, otherwise this Agreement shall terminate.

The Tenant shall have the option to extend the Agreement beyond the First Renewal Term. The second extension shall be for a two (2) year term ("Second Renewal Term") with monthly rent of \$\_\_\_\_\_ per month. The Tenant must provide written notice of its intent to exercise the Second Renewal Term to the Landlord ninety (90) days in advance of the expiration of the First Renewal Term. Landlord must consent to the extension, otherwise this Agreement shall terminate.

The Tenant shall have the option to extend the Agreement beyond the Second Renewal Term. The third extension shall be for a two (2) year term ("Third Renewal Term") with monthly rent of \$\_\_\_\_\_ per month. The Tenant must provide written notice of its intent to exercise the Third Renewal Term to the Landlord ninety (90) days in advance of the expiration of the Second Renewal Term. Landlord must consent to the extension, otherwise this Agreement shall terminate.

Whenever any payment is not made by Tenant by the fifth (5<sup>th</sup>) day of the month, Tenant agrees to pay Landlord, not later than one (1) month thereafter, \$15.00 per day that rent is delinquent after the first (1<sup>st</sup>) day of the month. Such amount shall be payable in addition to all amounts payable by Tenant as a result of exercise of any of the remedies herein provided. Rent payments shall first be applied to late fee charges and then to the rental amount.

Should Tenant fail to timely pay rent and if any is more than fifteen (15) days delinquent, Landlord may declare Tenant in breach and in default of this Agreement and may evict Tenant from the Premises as allowed by law, including by not limited to summary eviction from the Premises upon three (3) days written notice to Tenant, or upon three (3) days following notice left at the Premises should Landlord be unable to locate Tenant.

- 4. Security Deposit.** To secure the faithful performance by Tenant of the covenants, conditions, and agreements set forth in this Agreement to be performed, Tenant shall deposit with the Landlord the sum of \$\_\_\_\_\_ at the time this Agreement is executed. The deposit shall be deposited into an interest-bearing savings account in Landlord's name at First International Bank and Trust in Alexander. The deposit shall be

returned to Tenant after the expiration of the Agreement, less any amounts deducted for repair of the Premises and for all other amounts owned to Landlord.

5. **Early Occupation.** Upon execution of this Agreement, Tenant shall have the right to occupy the Premises to make improvements as allowed by this Agreement and other prepare the Premises for the Tenant's business operations. Rental payments shall begin as described in paragraph 3 above.
6. **Surrender of Premises.** At the termination or expiration of the term of the Agreement, the Tenant agrees to deliver the Premises in the same condition as received by it on commencement, reasonable wear and tear excepted, and surrender all keys for the Premises to Landlord at such place as Landlord may designate.
7. **Signs.** Tenant shall submit shop drawings, color selections and signage locations for Landlord's review and approval prior to installation. All signs must meet all municipal regulations governing installation and display. Tenant shall be responsible for the purchase, installation and removal of all signs, as well as for any necessary repairs to the area where the signs were affixed.
8. **Utilities.** Landlord shall be responsible for any and all utilities and services, including but not limited to electricity, heat, power, telephone, sewer, water, garbage, and other utilities and services used in the operation of Tenant's business, together with all taxes levied or other charges on such utilities and governmental charges. In no event shall Tenant waste or otherwise cause utility charges to be incurred due to unnecessary or wasteful actions.
9. **Tenant's Alterations, Construction and Installation.** With the exception of the Equipment provided by Landlord as enumerated herein, Tenant shall, at Tenant's expense, perform all work and supply all other permitted installations and shall fully equip the Premises with all trade fixtures, furnishings, exterior signs, special equipment and other items necessary for the proper operation of Tenant's business.

Tenant shall not undertake any painting, construction, alternations or installation of any equipment, other than trade fixtures and personal property, without first obtaining Landlord's written approval of plans and specifications therefor.

Any improvements deemed part of the Premises shall become property of the Landlord but shall not include trade fixtures, movable systems partitions or equipment which Tenant removes prior to the expiration of this Agreement.

10. **Title to Equipment.** Equipment is, and shall at all times be considered as fixtures of the Premises and owned by Landlord. Tenant shall have no right, title, or interest therein, and no right to purchase or otherwise acquire title to or

ownership of any of the Equipment, except as herein set forth.

Without Landlord's prior written consent, Tenant shall not (i) assign, transfer, pledge, hypothecate, or otherwise dispose of the Equipment or any interest therein, or (ii) sublet or lend Equipment or permit it to be used by anyone other than Tenant or Tenant's employees. Notwithstanding any assignment by Landlord, providing Tenant is not in default hereunder, Tenant shall quietly enjoy use of the Equipment, subject to the terms and conditions of this Agreement.

- 11. Care, Use, and Location.** Except as otherwise indicated herein, Tenant shall use the Equipment in an ordinary and lawful manner and shall not alter the Equipment without Landlord's prior written consent. If the Landlord provides a maintenance schedule, Tenant shall follow such schedule. The Equipment shall not be removed from the Equipment location without Landlord's written consent. Landlord shall repair or replace any Equipment as long as the repair or replacement was not caused by Tenant's negligence or misconduct. Tenant shall be responsible for all damage to Equipment that is caused by Tenant or Tenant's agents, ordinary wear and tear excluded.
- 12. Redelivery.** Upon expiration or earlier termination of this Agreement as to any Equipment, Tenant shall return the Equipment to Landlord in good repair. If upon such expiration or termination the Tenant does not immediately return the Equipment to the Landlord, the Tenant shall pay a fine of \$50.00 per day until the Equipment is returned.
- 13. Risk of Loss.** Landlord shall bear all risks of loss of and damage to Equipment from ordinary wear and tear. Tenant shall be responsible if Equipment is damaged from Tenant or Tenant's agents negligence or misconduct.

#### **14. Default.**

- a) An event of default shall have occurred if:
  - i. Tenant fails to pay any installment of rent or any other amount payable hereunder, as and when due, and such failure continues for more than five (5) days after demand therefor;
  - ii. Tenant is in breach of any term or condition of this Agreement, other than for failure to pay rent or other amounts when due, and such breach continues for more than five (5) days after written notice thereof;
  - iii. Any proceedings shall be instituted under the United State Bankruptcy Code, or any amendment thereto, either by or against Tenant, and if against the Tenant, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization; or Tenant is adjudged insolvent or makes an assignment for the benefit of its

creditors; or a receiver is appointed in any proceeding or action in which Tenant is a party, with authority to take possession or control of the Premises or the business conducted thereon and such receiver is not discharged within a period of thirty (30) days thereafter; or there is any involuntary assignment.

- b) If default occurs, then, in addition to all other rights and remedies available to the Landlord by law or by other provisions of this Agreement, Landlord may, without notice or entry or other action, terminate this Agreement and the right of Tenant hereunder in and to the Premises and all right of any and all person claiming through or under the Tenant. In the event of any such termination, Tenant will indemnify the Landlord against any and all losses, claims, demands, damages, liabilities or expenses including attorney's fees, Landlord may incur by reasons of such termination, including but not limited to costs of restoring and repairing the Premises, costs of rent the Premises to another tenant and loss or diminution of rent.
- c) Neither acceptance of rent by Landlord, with or without knowledge of an event of default, nor failure of Landlord to take action on account of any event of default, or to enforce its right hereunder shall be deemed a waiver of any event of default and absent written notice or consent any event of default shall be a continuing one.

**17. Acceleration.** If Tenant breaches this Agreement or vacates the Premises prior to expiration, Landlord may accelerate the term of this Agreement and declare all rents for the remaining terms to be immediately due and payable.

## **15. Miscellaneous**

- a) **No Warranties by Landlord.** LANDLORD, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN EQUIPMENT, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE FOREGOING EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. Tenant leases the Premises with improvements thereon including the Equipment "as is."
- b) **Subletting and Assignment.** Tenant may not, without prior consent of the Landlord, assign all or any portion of this Agreement or sublet all or any portion of the Premises.
- c) **Licenses.** Tenant at its expense will be responsible for obtaining and maintaining all licenses as may be required by any local, State or Federal authority to operate its business on the Premises.

- d) Repairs & Maintenance.** Tenant shall maintain the Premises in good condition throughout the term of this Agreement. Tenant shall be responsible for cleaning the interior the Premises, which includes, but is not limited to general cleaning, washing of windows, and sweeping, vacuuming, mopping, and removal of garbage.

Any repair or replacement that is required to be made by reason of the negligent, reckless, or willful act of the Tenant, its agents, invitees, etc. shall be the responsibility of and corrected by Tenant at the expense of the Tenant.

Landlord shall be responsible for repair to structural members of the building including the roofing, siding, and foundation. Landlord shall also be responsible for repair caused by normal wear and tear. Landlord shall also provide all snow removal.

- e) Landlord Right of Entry.** Tenant shall permit Landlord and the agents and employees of Landlord to enter in and upon the Premises upon reasonable notice to Tenant for the purpose of inspecting the same or for the purpose of effecting necessary repairs, excepting that immediate entry shall be permitted in the event of emergency.

- f) Waste and Nuisance Prohibited.** During the term, Tenant shall comply with all applicable laws affecting the Premises and shall indemnify and hold the Landlord harmless from and against any penalty fine, forfeiture or other loss or expense arising out of or in connection with the breach of any applicable laws by Tenant. Tenant shall not commit, or allow to be committed, any waste or nuisance upon the Premises.

- g) Waiver of Indirect Damages.** Regardless of cause, Tenant will not assert any claim whatsoever against Landlord for loss of anticipatory profits or any other indirect, special, or consequential damages. Landlord makes no warranty as to the treatment of this Agreement for tax or accounting purposes.

- h) Indemnification.** Tenant shall indemnify and hold harmless Landlord from any and all losses, claims, demands, damages, liabilities or expenses, including attorney fee, resulting from any injury to or death of any person or any loss of or damage to any property caused by or resulting from any act, omission or negligence of Tenant or any officer, employee, agent, contractor or licensee, guest, invitee or visitor of Tenant in or about the Premises; provided, however, that Tenant shall not be responsible for loss, damage liability or expense resulting from injuries to third parties caused by the negligence of willful misconduct of Landlord.

- i) Insurance.**

- i. **Liability Insurance.** Tenant covenants and agrees to obtain liability insurance, as hereinafter defined “Liability Insurance” shall mean

comprehensive general liability insurance covering public liability with respect to the possession, use and operation of the Premises with limits of not less than \$1,000,000.00 combined. A certificate of insurance evidencing the coverage required by this section shall be furnished to Landlord by Tenant prior to Tenant's occupancy of the Premises. A certificate evidencing renewal of such coverage shall also be furnished to Landlord by Tenant prior to expiration of coverage.

- ii. **General Provisions Respecting Tenant's Insurance.** Except as otherwise approved in writing by Landlord, all insurance obtained by Tenant shall be shall name the Landlord as an insured party and shall contain a waiver of rights of subrogation as among Tenant and Landlord. The insurance coverage shall not be canceled or altered except upon thirty (30) days prior written notice to Landlord.
- j) Real Estate Taxes and Assessments.** Landlord shall pay all real estate taxes and assessments due and payable against the Premises.
- k) Municipal County, State or Federal Taxes.** Tenant shall pay, before delinquency, all municipal, county and state or federal taxes assessed against Tenant.
- l) Notices.** All notices, demands or other writings pursuant to this Agreement shall be deemed to have been fully given or made or sent when made in writing and deposited in the United State Mail, Certified Mail, Return Receipt Requested, addressed to the party at the address set forth above or at such other address as either party may specify in writing from time to time by written notice given by the party as herein provided.
- m) Remedies.** All remedies of Landlord hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Landlord to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement.
- n) Additional Rules and Regulations.** Tenant will comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Premises, including the Equipment.
- o) Captions.** Captions are used in this Agreement for convenience only and are not intended to be used in construction or interpretation of this Agreement.
- p) Interpretation.** In construction and interpretation of the terms of this Agreement, the same shall not be construed against either party on the basis a party drafted the terms of the Agreement.

- q) **Entire Agreement.** This Agreement sets forth the full agreement between the parties relating to the lease of the Premises and Equipment; and supersedes any and all prior agreements and understandings, oral or written, with respect to such matter.
- r) **Modifications.** All modifications to this Agreement must be in writing and signed by both parties.
- s) **Successors Bound.** The covenants and conditions of this Agreement shall apply to and bind the distributees, successors, executors, administrators and assigns of all parties hereto.
- t) **Severability.** In the event any paragraph or provision of this Agreement is adjudged void, invalid or unenforceable by court, law or equity, the remaining portions of this Agreement shall nonetheless continue and remain in full force and effect.
- u) **Enforcement.** This Agreement shall be enforced in accordance with the laws of the State of North Dakota and each party hereby agrees to waive any right to a trial by jury. Either party may be entitled to recover, in addition to any other amount due, reasonable attorney's fees, costs and expenses incurred in any action brought at law or in equity to enforce the terms and provisions of this Agreement, or to recover the property by summary proceedings or otherwise, such reasonable attorney fees, costs and expenses to be fixed by the Court having jurisdiction thereof and to incorporated in and made a part of any judgment or decree rendered.
- v) **Counterparts.** This Agreement may be executed in one or more counterparts of which shall constitute an original of the Agreement and all of such counterparts shall constitute the one instrument.

**Remainder of page intentionally left blank. The signatures of the parties are located on the following page.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**LANDLORD**

**TENANT**

\_\_\_\_\_  
Mayor of City of Alexander

\_\_\_\_\_

\_\_\_\_\_  
Auditor of City of Alexander

\_\_\_\_\_

STATE OF NORTH DAKOTA    )  
  ) ss.  
COUNTY OF MCKENZIE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **Kenneth Willcox and Brandi Gillespie**, and are known to me to be the persons who are described in, and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

STATE OF NORTH DAKOTA    )  
  ) ss.  
COUNTY OF MCKENZIE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared, \_\_\_\_\_, and is known to me to be the persons who are described in, and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public