



REQUEST FOR BIDS
Tree Pruning, Removal, & Stump Grinding



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Parks & Cemetery/Engineering

August 14, 2020

Request for Bids
Ogden City Corporation
Tree Pruning, Removal, & Stump Grinding

Ogden City Corporation is requesting sealed bids from a qualified individual(s) or firm(s) to provide the services of tree pruning, removal of dead or hazardous tress, and stump grinding within city limits.

Bid packets are available and may be obtained by downloading from the Ogden City website at <https://www.ogdencity.com/264/Purchasing>

Bidders are responsible for securing any and all addenda issued.

Two copies of the sealed bid shall be submitted to: Ogden City Purchasing, c/o the Info Desk at the 1st floor of the Municipal Building located at 2549 Washington Blvd. Ogden, Utah 84401 on **September 4, 2020 no later than 1 PM**. On the same date, 30 minutes later, the bids will be opened and read aloud at 1:30 PM. Details will be provided. **LATE BIDS WILL NOT BE ACCEPTED.**

Ogden City reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority owned businesses. To request a confidential bid, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission.

Published: August 15 & 22, 2020

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I. INTRODUCTION

The purpose of this Request for Bids (RFB) is to solicit competitive sealed bids from qualified and experienced individual(s) or firm(s) to provide the services of tree pruning, removal of dead or hazardous trees, and stump grinding.

Goals/Objectives

The overall objective of this project is to help mitigate the number of dead & hazardous trees & stumps within city limits.

II. SCOPE OF SERVICES

Refer to exhibit A.

III. OUTLINE OF EXPECTATIONS AND QUALIFICATIONS

- A. Significant experience in arboricultural practices. The successful bidder shall clearly possess an understanding of the scope of services required.
- B. Must possess the required licenses, insurance, bonding, etc.
 - i. License - Contractor is professionally qualified to act as the Contractor for the services and has, and shall maintain, any and all licenses, permits, and other authorizations necessary to perform the services required hereunder.
 - ii. Bonding – N/A
- C. Good experience in project completion documentation.
- D. Contractor will assure that all permitting, demolition, and debris removal will comply with applicable City, State and Federal regulations and procedures covering the services of tree pruning, removal of dead or hazardous trees, and stump grinding within city limits.

- E. Operating Hours: Work shall be performed between 7:00 am to 5:00 pm. No work shall be performed on Sundays unless authorized in advance by the City Project Manager.

IV. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
 - i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.
 - ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
 - iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence
- b. Each insurance policy required by this Agreement shall contain the following clauses:
 - i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
 - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and

volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
 - i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons

or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

V. OTHER TERMS AND CONDITIONS

- A. Fees - Contractor is responsible for all application permits, fees, inspections, certifications, and approvals necessary to perform the required work.
- B. Safety - Public Safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment needed to conduct the work in a way that will prevent injury to citizens. Contractor must ensure that proper signs, caution tape or physical barriers or other devices are utilized as needed to signal a hazard or restrict public access. In addition, the Contractor must **ensure** the safety of their workers by adhering to industry best practices, OSHA safety, traffic safety guidelines as applicable for the work being performed. The City Project Manager reserves the right to temporarily stop work if they see an unsafe practice and to suspend work until the issue is addressed.
- C. Cost of Developing Bids - All costs related to the preparation of proposals/bids and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any bidder.
- E. Ogden City will make every effort to ensure all bidders are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- G. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the

proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.

H. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.

VI. GOVERNING INSTRUCTIONS

This RFB will constitute the governing document for submitting bids and will take precedent over any oral representations.

VII. CONTACT PERSON

For any questions related to this RFB, please contact the Ogden City Purchasing office via email purchasing@ogdencity.com or at (801) 629-8742.

The question and answer period ends at 3PM on August 31, 2020.

VIII. BID SUBMITTALS

At a minimum, the following must be submitted for this RFB:

1. Completed Contractor Information Sheet with required attachments

- a. Documents showing appropriate certification or Proof of all other appropriate professional licensing as required by the State of Utah
- b. Proof of Insurance: Certificate of Insurance (COI) – Current General Liability, Automobile, Workers Compensation coverages

2. Fee Schedule of Services Offered

**Being selected and entering into an agreement does not guarantee contractor will be extended any specific amount of work.*

Bids must be sealed and submitted in a timely manner. Bidders shall provide two (2) copies of the documents required in this RFB in a sealed envelope. On the outside of the envelope indicate Ogden City Tree Pruning, Removal, & Stump Grinding”

Bids must be submitted no later than 1PM on September 4, 2020.

On the same date, bids will be opened and read aloud 30 minutes later via an online format. Details regarding this virtual bid opening will be provided.

Submit Bid To:

Ogden City Corporation

ATTN: Purchasing Office

2549 Washington Blvd, Suite 510

Ogden, UT 84401

LATE BIDS WILL NOT BE ACCEPTED.

No facsimile or email transmittals will be accepted. All submittals must be delivered by the mail or other delivery service or hand-carried to the 2nd Floor Information Desk at the same address. It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority owned businesses.

OGDEN CITY CORPORATION
CONTRACTOR INFORMATION SHEET

A. Business name: _____ Year Est. _____

Owner or Parent Company: _____

Business address: _____

Business Tel.: _____ FAX: _____ Mobile Tel.: _____

Federal I.D. # _____

If you do not have a federal I.D. #, please list your Social Security Number:

➔ Attach a completed IRS W9 Form.

ISA Arborist Certification

➔ Certification Number _____

B. List at least three (3) recent clients who can attest to the quality of your work:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>

C. Number of full-time employees: _____ Number of part-time employees _____

F. Who in your organization is authorized to sign legal documents, pick up checks and sign bids:

Name: _____ Title: _____

G. Limits of your insurance coverage:

General Liability: _____

Automobile: _____

Workman's Compensation: _____

➔ Attach Workman's Comp verification and a certificate of insurance (COI) document

I certify the above information is true and complete. I authorize Ogden City to verify any information provided in this application.

Name & Title: _____

Authorized Signature: _____

Date: _____

Reminder:

As part of your bid submittal, do not forget to attach copies of your fee schedule, contractor's license, workman's comp verification, and guarantee of insurance or policy.