



INVITATION TO BID

Mowing and Debris Removal for City-owned Properties



Prepared by Chris Hokanson

Ogden City Facilities Division

September 24, 2020

INVITATION TO BID
Ogden City Corporation
Mowing and Debris Removal for City-owned Properties
at Various Locations

Ogden City Corporation is accepting sealed bids from Contractors interested in providing mowing and debris removal services for City-owned properties located at various locations throughout Ogden City. All work must meet current industry standards and all federal, state, and local rules and regulations.

A non-mandatory pre-bid meeting will be held **on October 7, 2020 at 9 AM MDT via an online format**. If you are interested in attending, please send an email to Purchasing@ogdencity.com for details. Please allow at least one (1) hour for the pre-bid meeting. All contractors intending to submit a bid are ENCOURAGED to attend to obtain relevant information concerning the project.

Bid information packets may be downloaded from the Ogden City Website located <https://www.ogdencity.com/264/Purchasing>. The meeting information will be published in this webpage.

Sealed bids shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **no later than 3 PM, October 15, 2020. LATE BIDS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposals that best serve 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.

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INVITATION TO BID
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Mowing and Debris Removal for City-owned Properties
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Ogden City is seeking bids from qualified individuals or firms to provide mowing, and debris removal services on various city-owned properties. These properties are non-manicured properties, parcel remnants, and road shoulders that must be maintained in accordance with the City's weed ordinance.

I. SCOPE OF WORK

A. Lawn Care

Contractor shall maintain lawn, were located, in various areas throughout the City during the growing season--approximately April 1 through October 15, or 26 weeks.

All edges along sidewalks, around poles and utility boxes, sprinklers and other encroachments in the lawn will be trimmed and maintained.

All grass cuttings will be collected and disposed at an appropriate green waste site.

All sprinkled lawn areas will be fertilized and kept weed free. Broadleaf weeds will be sprayed and/or removed as they grow.

Contractor shall furnish and maintain all personnel, equipment, materials, and subcontracts, as needed, which are necessary to complete the Work.

Standards

- Grass will be mowed weekly and kept between one (1) and three (3) inches and maintained in plush green state.

- Edges will be trimmed weekly.

- Edges along sidewalks, curbs and flowerbeds shall be edged three (3) times per year to stop unwanted encroachment.

All irrigated lawn area shall be fertilized four (4) times per year including spring emergence. Broadleaf weeds will be sprayed and/or removed as they grow.

B. Field Grass Care/Weed Control

Contractor shall cut and maintain field grass and weeds located in various areas throughout the City during the growing season--approximately April 1 through October 15 or 26 weeks--in compliance with the City weed control ordinance.

Contractor shall furnish and maintain all personnel, equipment, materials, and subcontracts, as needed, which are necessary to complete the Work.

Standards

- Grasses and weeds will be maintained at a height of ten (10) inches or less.

C. Tree Trimming Maintenance

Contractor shall be responsible for maintaining the health and beauty of the various trees on City properties for which Contractor is providing maintenance services. Trees will be trimmed to keep them esthetically pleasing and, if appropriate, to maintain a safe line-of-sight. Trees will be regularly inspected for disease or infestation. If a problem is identified, Contractor shall make recommendations for an appropriate course of action to Ogden Fleet and Facilities Management.

Contractor shall furnish and maintain all personnel, equipment, materials, and subcontracts, as needed, which are necessary to complete the Work.

Standards

- All Trimming and pruning will be carried out under the direction of a knowledgeable forester.
- Special attention will be paid to maintaining the trees in a natural, esthetically pleasing condition.
- Regular visual inspections of the trees will be made to check for disease or infestation.
- Ogden Property and Facilities Management will be immediately notified of any problems.

D. Trash and Debris Removal

Contractor shall be responsible for collecting trash and litter from the grounds and along the fence lines and maintaining the property in a neat and orderly manner. Fallen tree limbs, tumble weeds and other organic matter will also be cleaned from the grounds, along the fence lines and from ditches on a regular basis. Special and priority attention shall be given to trash and debris removal following windstorms that occur throughout the season.

Contractor shall furnish and maintain all personnel, equipment, materials, and subcontracts, as needed, which are necessary to complete the Work.

In cases where a large amount of debris has been dumped on the property, Contractor shall contact Ogden Fleet and Facilities and make arrangements for City crews to remove the debris.

Standards

- Collect and dispose of trash and litter found on the grounds on a weekly basis or as specified per property.

- Survey fence lines and ditches and keep them free from trash, litter, and organic matter.
- Survey the grounds after every large windstorm and remove any trash or debris that has accumulated along fence lines, ditches, buildings, or other places.
- Large amounts of debris shall be removed immediately upon detection.

E. Quality Assurance

All Work is to be done by Contractor or its subcontractors and is subject to inspection at any time by Ogden Fleet and Facilities Management. Ogden Fleet and Facilities Management shall decide all questions regarding the quality and acceptability of materials furnished, work performed, rate of progress of work and, where appropriate interpretation of plans and specifications. Contractor should demonstrate a program which includes procedures and organization checks to ensure that workmanship, fabrication, construction, operations, and inspections comply with the highest standards.

II. BID CONTENT

The City will accept proposals from contractors that are capable of providing all of the work described in the scope of work. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services. Each Proposal must include, at a minimum, the following information:

- A. Bid Sheets. Complete and submit the Bid Sheet and Exhibits for each location
 1. State total bid amount for each property in figures (see Exhibit "A"). Note: "Schedule A" properties are the full parcels. "Schedule B" are partial parcels (see Exhibit "B" for map of area to be maintained).
 2. List by date issued each addendum received, if any, to acknowledge its receipt. (See Exhibit C)

3. Include a letter from an insurance company stating that the bidder can qualify for the required insurance liability.
 4. Provide a list of three references from current clients.
 5. Complete the entire signature block, including the firm name, address, signature, and date.
- B. Specifications. The Specifications and Scope of Work herein provides the specific work locations and specifications that are to be considered when submitting the bid.

Bid Price shall include all materials, supplies (except as specifically noted) and equipment to complete the Work.

The successful bidder will be expected to respond to special requests within a reasonable time, to report any known equipment or systems problems to Facilities Maintenance and to complete the work in a safe professional manner. Specifics are included in the Scope of Work.

- C. Contract: This bid document will become part of the final contract. The Contract(s) will be issued for a Three (3) Year period with the possibility of Two (2) one-year extensions. Additional properties may be added and/or removed from the list of properties throughout the length of the contract. Contractor will be provided written instructions for such properties if different standards of maintenance are expected than those outlined in the Scope of Work.

III. 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 the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage.

Policy to include coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractors' liability (if applicable) written on an occurrence form.

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.

Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Utah and employers' liability with limits of 1,000,000 per accident.

Each Insurance policy required by this Agreement shall contain the following clause:

"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 City."

"It is agreed that any insurance or self-insurance maintained by Ogden City, its elected and appointed officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause:

"Ogden City, 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 the City."

Insurance is to be placed with insurers acceptable to and approved by the City. Contractor's insurer must be authorized to do business in Utah at the time the contract is executed and throughout the time-period the contract is maintained, unless otherwise agreed in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

The 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 commences. Contractor shall furnish a performance bond to the City in an amount not less than the contract price. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

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 respects the City, its 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.

Contractor shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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 Contractor's or its subcontractor's performance of the work covered under this Agreement.

Contractor's Obligation to Verify Employment Status: Contractor shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-11-103 of the Utah Identity Document and Verification Act.

IV. ADDITIONAL INFORMATION – GENERAL TERMS AND CONDITIONS

Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.

The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

Ogden City will make every effort to ensure all offerors 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.

Cost of Developing Proposals - All costs related to the preparation of proposals 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.

Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.

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.

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.

V. PREBID MEETING

A non-mandatory pre-bid meeting will be held **on October 7, 2020 at 9 AM MDT via an online format**. If you are interested in attending, please send an email to Purchasing@ogdencity.com for details. Please allow at least one (1) hour for the pre-bid meeting. All contractors intending to submit a bid are ENCOURAGED to attend to obtain relevant information concerning the project.

VI. SUBMITTAL

Firms shall submit four (4) copies of all documents required in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM, October 15, 2020**. On the envelope, indicate your company's name and the title "Mowing and Debris Removal Contract". **LATE BIDS WILL NOT BE ACCEPTED.**

Joint Bids – Joint bids must be clearly indicated on the completed proposal form. Failure to do so may be cause for rejection of the bid.

Number of Bids – Bidders may submit on any number of locations identified in the Scope of Work to be considered. If a Bidder submits on all locations, Bidder must be able to verify that it has the resources, equipment and labor available to provide the services, as specified, to all locations, or that it can have such capabilities within one week of the award of the contract.

References – Please submit three (3) references of current clients.

Acceptance or Rejection of Bids – 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. The City further reserves the right to award separate contracts to one or more Contractors if it appears that the best interest of the City is served by doing so. Increases in scope of work may be compensated at the hourly rate or negotiated with the successful bidder.

Bids that are not received in the Ogden City Purchasing Office prior to the time and date specified will be considered late. LATE BIDS WILL NOT BE CONSIDERED FOR AWARD. The Agency reserves the right to reject any and all responses.

It is the sole responsibility of those responding to this ITB to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

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 1st 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.

Review of Bids – A bid review will be scheduled on a later date. Bids will be opened and reviewed to examine the proposed amount per City property /parcel. A bid tabulation will be prepared and published on the City's website.

Furnishing of W-9 – Payment under this Agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS tax form. Such form shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

Invoices – Selected contractor must have ability to invoice for services monthly. All services must be invoiced within 30-days of the date of service

See Exhibit “A”

Bid Schedules

“Schedule A” is whole parcels

“Schedule B” is partial parcels

FEE SCHEDULE

Hourly Rates**	Rate
Weed Eater	
Edger	
Leaf Blower	
Push Mower	
Small Riding Mower	
Large Riding Mower	
Tractor	
Truck/Trailer	
Tractor/Mower	

**Hourly rates include operator, equipment, and all incidentals required to complete the work.

Other charges: _____ \$ _____

(Please specify)

SIGNED AND SEALED, this _____ day of _____, 2020

(CONTRACTOR)

BY: _____

(Signature)

Title: _____

(Corporate Seal, if required)

Ogden, Utah

Date: _____

See Exhibit “B”
“Schedule B” Maps

Exhibit "C"

Addenda Acknowledgement

TO THE MAYOR OF OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work is to be done, has carefully examined the specifications and other contract documents, and has examined the locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in connection with the plans and specifications and other contract documents, at the following bid prices for the several bid item of work named.

Receipt of the following addenda is hereby acknowledged:

1.(Date) _____

2.(Date) _____

3.(Date) _____