



INVITATION TO BID

Dumpster and Waste Removal Services



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Ogden City Facilities Division

January 8, 2021

INVITATION TO BID

Dumpster and Waste Removal Services at Various Ogden City Locations

Ogden City Corporation is accepting sealed bids from firms interested in providing dumpster and waste removal services at various locations throughout Ogden City. All work must meet current industry standards and all federal, state, and local rules and regulations.

Bid information packets may be downloaded from the Ogden City Website located <https://www.ogdencity.com/264/Purchasing>.

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 10 AM, January 28, 2021**. On the same date, 30 minutes later at 10:30 AM, bids will be opened and read aloud. Details on the virtual bid opening is available from the City's webpage indicated above.

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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Dumpster and Waste Removal Services
at Various Ogden City Locations

Ogden City is seeking bids from qualified individuals or firms to provide dumpster and waste removal services at various locations throughout Ogden City.

I. BID CONTENT

The City will accept bids from contractors that can provide 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 Bid must include, at a minimum, the following information:

A. Bid Sheets.

1. Completed Bid Schedule (See Exhibit A)
2. Addenda Acknowledgement: List by date issued of each addendum received, if any, to acknowledge its receipt. (See Exhibit B)
3. Insurance: Include with the bid a letter from an insurance company stating that the bidder can qualify for the required insurance liability or a Certificate of Insurance with the City designated as additional insured
4. References: Provide a list of three references from current clients.

B. Specifications. The Specifications in the Scope of Work & Location document 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 (or events) within a reasonable time.

C. Contract: This bid document will become part of the final contract. The Contract 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.

II. 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 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.

III. GENERAL TERMS AND CONDITIONS

- A. 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.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any bidder.
- C. 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.
- D. Cost of Developing Bids - All costs related to the preparation of 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.
- E. Bid Ownership – Once submitted, all bids, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- F. 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.
- G. 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.
- H. 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.

IV. CONTACT INFORMATION

If you have any questions regarding this ITB, please call 801-629-8742 or send an email to Purchasing@ogdencity.com

The deadline for the Q&A period is on January 22, 2021 at 4PM.

V. SUBMITTAL

Firms shall submit two (2) 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 10 AM, January 28, 2021**. On the same date, 30 minutes later at 10:30 AM, the bids will be opened and read aloud. **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 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. On the envelope, indicate your firm's name and the project "Dumpster and Waste Removal Services at various locations throughout Ogden City".

Submittals that are not received in the Ogden City Purchasing Office prior to the time and date specified will be considered late. Ogden City reserves the right to reject any and all responses.

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. Invoices shall be sent to the following address:

Ogden City Corporation Or →Email invoices to: ffadmin.billing@ogdencity.com
c/o Facilities
175 W 29th Street
Ogden, Utah 84401-3534

Exhibit "A"

Scope of Work / Locations / Bid Schedule

Exhibit “B”
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 items of work named.

Receipt of the following addenda is hereby acknowledged:

1.(Date) _____

2.(Date) _____

3.(Date) _____

Bidder Information

Firm Name

Name of Authorized Representative

Signature

Date