

Ogden City Fire Department

Request for Proposal to Provide Services for Hazardous Materials Recovery and Clean Up



Prepared by
Ogden City Fire Department
November 3, 2021

Ogden City Fire Department

Request for Proposal to Provide Services for Hazardous Materials Recovery and Clean Up

Ogden City Fire Department is accepting proposals for a qualified contractor(s) to provide post-incident services to perform hazardous material recovery and clean up for residential and commercial structures, transportation corridors, bodies of water or any other location where a HAZMAT incident may occur at the request of the Ogden City/Weber County Fire Departments. The specific cost and service requirements are identified in the proposal packet.

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

Proposers are responsible for securing any and all addenda issued.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, c/o 1st Floor Information Desk, 2549 Washington Blvd, Ogden, Utah, **no later than 11 AM, November 23, 2021. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. Ogden City/Weber County/Morgan County Fire Departments reserve the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

PUBLISHED: November 6 & 13, 2021

Ogden City Fire Department

Request for Proposal to Provide Services for Hazardous Materials Recovery and Clean Up

I. Introduction

The Weber County Fire Departments, Ogden, Roy, Weber Fire District, South Ogden, Riverdale, North View, Plain City, Uintah City, and Washington Terrace, (The Fire Departments) are providers of emergency services to the citizens of Weber County, Utah. The Fire Departments are responsible for fire protection, emergency medical services and providing resources to meet the needs of the citizens. As part of risk management there is a need to ensure that a residence, businesses and the environment are protected from hazardous material spills.

It is our desire to complete the recovery process Post-Incident to facilitate a safe community. Additionally, our desire is to free up fire resources and transfer the incident to a professional company who is prepared to handle the post-incident phase of the recovery process.

Weber County Fire Departments are seeking to identify and select an outside contractor(s) to perform the required services. The Fire Departments reserve the right to select one or more qualified contractors. The Fire Departments will form a committee to review the proposals and select qualified vendors

The committee will select a sufficient number of qualified vendors to meet the needs of the program, taking into consideration price and other such factors or criteria set forth in the RFP. Selected vendors will be placed on a rotation.

II. Scope of Work

Proposals shall demonstrate contractor's ability to perform the following services:

- Ability to provide hazardous materials clean up and restorative measures for residences, businesses and the environment to include containment and removal of chemical spills, tanker spills and incidents contaminated with blood borne pathogens. Biological and Radiological spills are excluded from required services.
- Ability to provide security, including installing temporary fencing, caution tape, to secure the affected area.
- Ability to resupply Fire Departments with any materials utilized for clean-up and containment activities prior to Contractor's arrival (peat moss, booms, kitty litter, poly pads, as an example).
- For areas that need to be secured, Contractor to provide a lock hasp and combination pad lock for each; for fencing, contractor shall provide a chain

and combination lock when needed. The code shall be provided to the authority having jurisdiction or their designee.

- Hazardous Recovery and Clean Up services are to be provided to affected party at no cost to the Cities and Fire Service Districts of Weber County.
- Contractor will contact and coordinate with the Department of Environmental Protection (DEP), the Environmental Protection Agency (EPA), the Health Department and all other required environmental regulatory agencies.
- Contractor will comply with all local, State and Federal environmental laws, ordinances and statutes.
- Cities reserve the right to hire a contractor if seal and secure services are required for a City facility.

III. Proposal Content

Proposals shall contain responses or acknowledgement to the following:

References: Provide references from three (3) successfully completed services at a hazardous materials spill, including date and address of incident, contact information for involved fire department or city, contact information for property owner and/or affected citizens.

A. **Project Team Staffing:** Contractor shall affirm in writing that no employees working on the staff have ever been convicted of a felony. Provide contractor's drug screening and background check policies and procedures. Provide ratio of full-time staff to contract labor. Describe qualifications, skills and experience of key employees.

B. **Contractor Requirements:** Contractor shall affirm in writing or provide evidence to show compliance to the twelve (12) items outlined below.

1. The Contractor will be properly licensed to perform the required hazardous recovery and clean up.
2. The Contractor cannot hire a 3rd party for work to be done at the time of the hazardous recovery and clean up services.
3. The Contractor must maintain necessary equipment and materials at all times to perform needed services efficiently and effectively.
4. The Contractor must call Weber Dispatch within 15 minutes of receiving a call for service. The Contractor must provide a single-point-of-contact phone number available 24/7. A paging, email, or texting system is not permitted for hazardous material recovery and clean up callouts.
5. The Contractor agrees to pay any fees required by Weber Area Dispatch to

manage the Hazardous Material Recovery and Clean Up rotation list.

6. The Contractor will be available 24-hours a day, 7-days a week. The Contractor must be able to respond and provide services within one (1) hour within Weber County and an hour and a half (1 1/2) for the Ogden Upper Valley area of being contacted by a representative of Weber dispatch, or the selected vendor for dispatching of hazmat services, ready to start work with equipment and supplies. A Contractor who does not respond to the call from Weber Area Dispatch and/or respond at the scene within the required time may be subject to suspension from the Rotation List.
7. The Contractor will ensure that all employees have sufficient experience and/or training to provide the agreed-upon services in a lawful, safe, proper, and effective manner, are able to provide exceptional customer service, and are able to effectively communicate with on-scene Agency personnel.
8. The Contractor must invoice according to the following:
 - a. Contractor agrees to charge industry standard rates for all work performed and materials provided. Contractor must submit sample rate sheet as part of the proposal.
 - b. If the owner or tenant is not available, the Fire Department may choose to initiate the request for Hazmat Recovery and Clean Up services in the best interest of the property owner; contractor will not bill the Fire Department.
 - c. The Fire Department may not know if the property is properly insured at time of the call for service. If the affected property/location is uninsured or underinsured the contractor may bill the responsible party.

Provide contractor's proof of insurance (workers' compensation, general and automobile liability– Refer to Section VII, Insurance Requirements
9. Any additional work done as a result of call for service, such as clean-up or restoration, is outside of the agreement between the Fire Departments and contractor and is solely between contractor and affected citizen.
10. Contractor(s) agree to adhere to a NO CHASE policy. Contractor will only respond when called by Weber Dispatch or when selected by the property owner for hazardous material recovery and clean up.
11. Contractor agrees to provide the Committee with annual report which includes but is not limited to: number and type of calls for service; summary of charges per call; report of customer complaints and/or billing or cost disputes. Annual reports are due January 31st following each contracted year of service.

Company agrees to meet with the Hazardous Material Recovery and Clean up Committee upon request for any concerns that may arise in relation to the rotation for service.

C. Agreement Violations

If a contractor violates any of the above requirements, the following shall occur:

1. A First-Time complaint/violation within the term limits of the agreement will be reviewed by the Ogden Fire Chief or his/her designee. Substantiated violations will result in a suspension from the rotation list for a period of two complete rotations for services for all fire departments on this contract.
2. A Second complaint/violation within the term limits of the agreement will be reviewed by the Ogden City Fire Chief or his/her designee, Substantiated violations will result in a suspension from the rotation list for 180 days for services for all fire department on this contract.
3. A Third complaint/violation within the term limits of the agreement will result in a hearing with the Ogden City Fire Chief and the Fire Chief from the affected fire authority.

This Group will determine if an extended removal up to permanent removal from the rotation list is warranted. Removal will be applicable for the remainder of the term limits of the agreements. Decision(s) will be documented in writing and sent certified mail to the Contractor within 15 business days of the hearing.

Contractor(s) may request an appeal for a permanent removal from the rotation list by submitting in writing a request for appeal within 15 business days of receipt of the removal notification. Written requests for appeals will be sent to Ogden City Fire Department, 2186 Lincoln Ave, Ogden, Utah 84401 (Attention Fire Administration). Appeals will be reviewed by the Ogden City Fire Chief, the Fire Chief from Weber Fire District and the Fire Chief from Roy. Decision(s) will be documented in writing and sent certified mail to the Contractor.

D. Company Overview:

1. Official registered name (Corporate, D.B.A., Partnership, etc.), address, main telephone number, toll-free numbers, and facsimile numbers.
2. Key contact name, title, address (if different from above address), direct telephone and fax numbers.
3. Person authorized to contractually bind the organization for any proposal against this RFP.

4. Brief history, including year established, affiliations or memberships, and number of years Company has offered desired services.
5. As the facilitator of this agreement, the Contractor shall provide Ogden City with renewal copies of its business license and insurance policies at the time of renewal

E. Acknowledgment of receipt of addenda (if any).

Addenda will not be issued in the final 48 hours before proposal deadline. Please check the web page that this RFP is posted, 48 hours before deadline to see if any addenda have been issued and indicate acknowledgment of receipt of all addenda in your RFP.

IV. Submission of Proposals

No later than 11 AM, November 23, 2021, proposers shall submit six (6) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name "Hazmat Services RFP"

If the Proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401. It must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

LATE PROPOSALS WILL NOT BE ACCEPTED.

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFP 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.

No reimbursement will be made by Ogden City, or any other city in Weber County for any costs incurred in preparing proposals.

V. Proposal Review and Assessment.

- A. Written proposals will be evaluated on the criteria listed below. The selection will be made at the sole discretion of the Committee based on the following:
1. The extent to which contractor's proposal is responsive to the Fire Department's stated requirements as set out in this RFP.
 2. An assessment of the contractor's ability to deliver the indicated services in accordance with the specifications set out in this RFP.
 3. The contractor's stability, experiences and record of past performance in delivering such services.
 4. Availability of sufficient high quality contractor personnel with the required skills and experience for the required services.
 5. Invoice and rate responses.
- B. Proposals will be evaluated by a committee consisting of representatives from Weber County Fire Departments, Ogden City Human Resources/Risk Management, and other Ogden City staff members.
- C. The Committee shall have the right to reject any or all Proposals. The City reserves the right to waive informalities and/or irregularities in the Proposal procedure and such waiver is at the City's sole discretion.
- D. The Committee reserves the right to select more than one contractor and/or add additional contractors at any time based on submissions to this RFP and to rotate calls for service.

VI. General Terms and Conditions

The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

All costs related to the preparation of proposals and any related activities are the sole responsibility of the respondent. No reimbursement will be made by Ogden City for any costs incurred in preparing proposals. Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of the City and will not be returned to the respondent.

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

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

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 City reserves the right to issue contracts to multiple service providers.

Public records: Pursuant to the Utah Government Records Access and Management Act (**GRAMA**), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, they are required to provide a written request for business confidentiality to the Ogden City Recorder at the time the proposal is submitted.

Ogden City reserves the right to cancel or modify this request for proposal. There is no guarantee that Ogden City will enter into an agreement for the requested services.

VII. Insurance Requirements

The successful proposer shall procure and maintain for the duration of the contract the required 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 \$3,000,000 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.

- 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.

VIII. Form of Agreement between the Cities and Contractor(s)

The final contract will be negotiated with the successful contractor(s). Contractor(s) shall agree to comply with Utah e-verity requirements.

IX. Contact Information

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

The question-and-answer period ends at 3 PM on November 19, 2021.