



**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL
(RFP)**

Nuisance Abatement Contractors



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Code Services

May 11, 2022

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Nuisance Abatement Contractors

Ogden City is requesting sealed proposals from qualified offerors to conduct Nuisance Abatement Remediation Services for the provision of mowing, debris removal and securing structures for the City's Nuisance Abatement Program.

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 RFP shall be submitted to the Purchasing Office, c/o 1st Floor Information Desk located at 2549 Washington Blvd., Ogden, UT, **no later than 10 AM, June 1, 2022. 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 encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

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I. INTRODUCTION

Ogden City is requesting applications from qualified individuals or firms to provide mowing, debris removal (may encounter hazardous waste), tree trimming and/or removal and securing of structure(s) for the City's Public Nuisance Abatement Program. This program has been established to bring properties found to be in violation of City Ordinance into compliance.

To equalize the cost to private property owners, the City has established a list of set costs for the various property categories and equipment used to complete the work. Contractors who are willing to accept, at the rates established by the City may apply for placement on the authorized Contractor list. Refer to Exhibit "A" Abatement Fee Schedule.

The work will be assigned to Contractors on the list on a rotating basis and Contractor availability. Contractors who refuse work, may not be offered work until the next rotation. Contractors who refuse work three (3) consecutive times in a row may be dropped from the list.

Goals/Objectives

Ogden City strives to maintain:

- A. Compliance of residential and commercial properties by working with individual(s), firms, or management companies in a timely manner.
- B. Through City Code, we strive to improve life & safety issues for our community and its citizens.

It is anticipated that this RFP process will result in one OR may result in multiple contract awards. The RFP document will become part of the final contract. The contract will be issued for a three (3) year period. The City may terminate its relationship with any of the contractors for cause or convenience. Contract award will not obligate either party to conduct business exclusively with the other party.

II. SCOPE OF WORK or SPECIFICATIONS

- A. The City Code Services Officers and/or Supervisor will identify properties in violation of Ogden City Municipal Codes and will request Nuisance Abatement clean-up after following the procedure(s) outlined in the Code. The type of properties cited and the scope of work available will vary depending on Inspections and the compliance level of property owners.
- B. Contractors shall comply with Operational and Maintenance instruction from City Code Services personnel and Must obtain prior authorization for any additional work that may be needed.
- C. Ogden City may require a demonstration of record keeping, accounting practices and environmental disposal practices.
- D. Ogden City will require Contractors to provide a current Business License and Insurance Certificates.
- E. Authorized Contractors will be notified and assigned a project by email. A Code Services Supervisor, Officer or their Administrative Assistant may also contact them by phone.
- F. PROMPTNESS: Promptness and Billing are crucial. To help ensure professionalism, a time frame has been established to complete the abatement

project/clean-up. Unless there are mitigating circumstances, all projects/clean-ups must be completed within (3) business days of being assigned.

- G. Submission of the necessary Invoice(s), photos and other related documentation must be sent to the Administrative Assistant within (3) days of the completion of the Abatement. Photos must be digital, Dated and labeled “before and after”. Invoice must have Parcel number, Case number, Date and Description of work performed. Failure to provide proper documentation can/may delay payment to the contractor.
- H. Conflicts/Risks: If a property owner or tenant approaches the cleanup crew and tells them to leave, then the crew should do so and Contact Code Services to inform them of the encounter. The Abatement Contractor will bill the City, for a “Show Up Fee” as outlined in Exhibit “A”.
- I. Grass/Weed Control: Contractor shall cut grasses and weeds (including sucker trees) located on the properties in violation to less than 6” in height. This includes the entirety of the property. Remove all trimming.
- J. Trash and Debris Removal: Contractor shall be responsible for collecting garbage, trash, litter, tires, and other debris from the property grounds and along the fences lines as described in the individual Abatement contract for that particular property.
- K. Boarding & Securing Vacant Structures: Any vacant building and or structure identified by Code Services personnel must be secured using required materials such as: Plywood Sheathing, Exterior Grade Chipboard or Wood Frame Construction. All openings in the structure on the first two (2) floors, other openings easily accessible from the ground, and openings with broken glass.

III. RESPONSE TO RFP

The City will accept proposals from firm capable of providing all the work described in the Scope of Work including attachments.

A. Each Proposal must include, as a minimum, the following information:

1. Exhibit B – Contractor Information Sheet
 - a. Authorized Representative – Indicate name, address, email address, and telephone number of the company submitting the proposal.
 - b. Include the name and contact information of the person designated as authorized to contractually bind the offer.
2. Company Experience & Team Information - A description of the firm's experience and capability of fulfilling this contract if awarded.
 - a. Include company history, past / current experience related to the scope of work (refer to Section II).
 - b. Include qualifications of key personnel and number of crews available to perform the Scope of Work.
 - c. Include equipment list that will support the Scope of Work.
 - d. Include a narrative of how the company has demonstrated with past / current contracts established methods of record keeping, accounting procedures, and environmental disposal practices.
3. References – Provide list of at least three (3) references; include contract dates, scope, summary of work performed, and contact information.
4. Certificate of Insurance (COI) – Copy of insurability.

B. For City record-keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:

- a. Printed as single-sided pages
- b. Submitted as loose leaf with binder clip
- c. Submitted in a regular 3-ring binder

C. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

- | | |
|------------------------------|-----|
| A. Methodology and Resources | 40% |
| B. Capability and Experience | 40% |
| C. References | 20% |

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

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

V. SUBMISSION OF PROPOSALS

No later than 10 AM, June 1, 2022; proposers shall submit five (5) copies of the proposal and applicable documents in a sealed envelope.

On the envelope, indicate your company's name and the RFP name "Nuisance Abatement Contractors."

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.

VI. 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 May 27, 2022

Please check the City's Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

VII. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	May 11, 2022
1 st Ad – Standard Examiner	May 14, 2022
2 nd Ad - Standard Examiner	May 21, 2022
Last day for Q&A	May 27, 2022; 3 PM
RFP Response Deadline	June 1, 2022; No later than 10 AM
Committee Review and Selection process	To Be Determined
Contract Start Date	July 1, 2022

VIII. 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.

IX. 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 requirements, and have experience with all work defined in the scope of work.

- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows “Criminal History Verified” and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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 contracts with more than one vendor.

- K. 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, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

X. ADDITIONAL INFORMATION

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal as accepted by Ogden City Corporation.

- A. Invoices - Refer to "G" under Section II. Scope of Work / Specifications section.
- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following email address:
Ogden City Code Services
Email invoices to: stephanieg@ogdencity.com & christ@ogdencity.com

XI. GOVERNING INSTRUCTIONS

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

EXHIBIT A

Abatement Classification and Fees as of July 1, 2022

Increases will be Annually starting on July 1st in accordance with the Western States Regional CPI

Classification	Item Description	Current rate	Proposed Rate 40%
Alley	Any size portion of an Alleyway adjacent to a parcel of land with weeds and/or trash and debris.	\$132.00	\$184.80
A	A Parcel of ¼ Acres or less with weeds and/or trash and debris.	\$140.00	\$196.00
B	A Parcel of ¼ Acre or greater but less than ½ Acre with weeds and/or trash and debris.	\$175.00	\$245.00
C	A Parcel greater than ½ Acre but less than ¾ Acre with weeds and/or trash and debris.	\$255.00	\$357.00
D	A Parcel greater than ¾ Acres but less than 1 Acre with weeds and/or trash and debris.	\$352.00	\$492.80
E	A Parcel greater than 1 Acre but less than 2 Acres with weeds and/or trash & debris.	\$457.00	\$639.80
F	A Parcel greater than 2 Acres but less than 3 Acres with weeds and/or trash and debris.	\$615.00	\$861.00%
Special	"Special" nuisances not easily classified, requiring hourly fees for drivers, trucks, tractor's and hand work. Projects include tires, stumps, heavy amounts of building debris. This may also include transient camps and hazardous waste cleanup. To keep these properties free of hiding places, trees may have to be trimmed up with the lower branch having a clearance of 7 feet and bushes trimmed. Structure(s) may also need to have doors and/or windows secured/boarded.	These cases will be given on a Rotation Basis. Detailed Invoices will be required for payment.	
Lot Size	¼ Acre= 10,890 Sq. Ft.		
	½ Acre= 21,780 Sq. Ft.		
	¾ Acre= 32,674 Sq. Ft.		
	1 Acre= 43,560 Sq. Ft.		
	ALL RATES INCLUDE DUMP AND DISPOSAL FEES		
Hourly Rates			
	Weedeater/Edger	\$33.00	\$50.00
	Chainsaw	\$33.00	\$50.00
	Leaf Blower	\$33.00	\$50.00
	Push Mower	\$36.00	\$50.00
	Small Riding Mower	\$43.50	\$60.90
	Large Riding Mower	\$52.50	\$73.50
	Tractor w/Mower	\$85.00	\$119.00
	Truck/Trailer	\$100.00	\$140.00
	LABORER hourly rate, NOT using equipment, hand work only.	\$35.00	\$50.00
	Show-Up Fee-work completed prior to Contractor Showing up	\$60.00	\$75.00

**EXHIBIT B
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.

➔ Attach a copy of your current business license.

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 _____

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

Name: _____ Title: _____

E. Limits of your insurance coverage:

General Liability: _____

Automobile: _____

Workman's Compensation: _____

→ Attach a copy of certificate of insurance.

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:
