



## REQUEST FOR PROPOSAL

### Green Waste Grinding



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Public Services Operations

January 4, 2022

# **OGDEN CITY CORPORATION**

## **REQUEST FOR PROPOSAL**

### **Green Waste Grinding**

Ogden City is requesting sealed bids from a qualified individual(s) or firm(s) to provide grinding services at the city-owned Green Waste Site.

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

Proposers are responsible for securing any and all addenda issued.

Four copies of the sealed proposal shall be submitted to: Purchasing Office, c/o 1<sup>st</sup> Floor Information Desk, 2549 Washington Blvd. Ogden, Utah 84401 by **January 25, 2023, no later than 2 PM.**

#### **LATE PROPOSALS 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 small, local, women and minority owned businesses and other disadvantaged business enterprises.

**Ad Published:** January 7 & 14, 2023.

# **OGDEN CITY CORPORATION**

## **REQUEST FOR PROPOSAL**

### **Green Waste Grinding**

#### **I. INTRODUCTION**

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed bids from qualified and experienced individual(s) or firm(s) to provide grinding services at the City-owned Green Waste Site.

#### **Goals/Objectives**

The overall objective of this project is to grind stumps, logs, and tree branches of various sizes at our city-owned Green Waste Site. Screen combinations to produce various sizes of mulch would be required. Smaller mulch is more desirable.

This RFP document will become part of the final contract. The contract term will be issued for a period of one (1) year with the possibility of two (2) one-year extensions each.

#### **II. SCOPE OF WORK - Refer to Exhibit A**

#### **III. OUTLINE OF EXPECTATIONS AND QUALIFICATIONS\***

- A. Significant experience in grinding stumps, logs, and tree branches. The successful proposer shall clearly possess an understanding and the capacity to fulfill the scope of service required.
- B. Must possess the applicable required licenses, insurance coverage, etc.
  - i. Business License – Per Utah requirements.

- ii. Insurance – See section IV.
- C. Good and timely process in documentation and invoicing.
- D. If applicable, contractor will assure that all permitting, demolition, and debris removal will comply with applicable City, State and Federal regulations and procedures covering Green Waste grinding.
- E. Operating Hours: Work shall be performed between 7 am to 5 pm. No work shall be performed on Saturdays or Sundays unless authorized in advance by the City Project Manager.

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

#### **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 \$4,000,000 general aggregate 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 (COI) 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.
- j. Under the "Certificate Holder" section, list the following information:

Ogden City Corporation  
2549 Washington Blvd.  
Ogden, UT 84401

## **V. GENERAL TERMS AND CONDITIONS**

- A. Fees - Contractor is responsible for all application permits, fees, inspections, certifications, and approvals necessary to perform the required work.

B. Background Check - 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 RFB. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFB 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 RFB that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFB.

C. 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.

D. 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.

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

F. 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.

- 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.
- I. 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 from prospective service providers. The winning bidder shall enter into a written agreement with Ogden City.
- J. Ogden City reserves the right to cancel this Request for Bid.
- K. Ogden City reserves the right to reject any irregular submission. The City expressly reserves the right to waive minor or slight irregularities in a bid / proposal which in the Purchasing Agent's judgment are in the best interest of the City. The Purchasing Agent's decision on the irregularities on a bid / proposal shall be final and conclusive and shall create no right to any bidder proposer.
- L. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

## **VI. 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 the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work / service / goods that was performed / provided, the contract price for each service, the City purchase order or contract number, and address of service location or delivery address.
- 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 address:

Ogden City Corporation  
c/o Public Services Operations  
133 W. 29<sup>th</sup> Street  
Ogden, Utah 84401  
Or;  
Email invoices to: [GinaArellano@ogdencity.com](mailto:GinaArellano@ogdencity.com)

## **VII. GOVERNING INSTRUCTIONS**

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

## **VIII. CONTACT INFORMATION**

For any questions related to submittal process and general guidelines, please contact the Ogden City Purchasing office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742.

For questions related to grinding specifications, please contact Gina Arellano at 801-629-8405 or email her at [GinaArellano@ogdencity.com](mailto:GinaArellano@ogdencity.com) copy [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com).

The question-and-answer period ends at 3 PM on January 17, 2023.

**Thank you for your interest in doing business with Ogden City.**

## **IX. SUBMISSION OF PROPOSALS**

At a minimum, the following must be submitted and included in the sealed bid submittals:

1. Exhibit B - Completed Contractor Information Sheet with required attachments.
  - a. Documents showing appropriate certification or Proof of all other appropriate contractor and business licensing as required by the State of Utah
  - b. Evidence of Insurability
2. Exhibit C - Completed Proposal Form
3. Exhibit D – Completed Addenda Acknowledgement, if applicable

Proposers shall provide four (4) copies of the documents required in this RFP in one sealed envelope. Proposals must be sealed and submitted in a timely manner.

On the outside of the envelope, indicate firm's name and title "Green Waste Grinding"

**Submit Proposals no later than 2 PM, January 25, 2023.**

Ogden City Corporation  
ATTN: Purchasing Office  
c/o 1<sup>st</sup> Floor Information Desk  
“Green Waste Grinding”  
2549 Washington Blvd.  
Ogden, UT 84401

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

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

**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.

Once submitted, all bids, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror. These are considered public records unless protected within Utah Code 63G-2-1.

## **EXHIBIT A**

### **SCOPE OF WORK**

We are requesting grinding services to grind stumps, logs, and tree branches of various sizes at our city-owned Green Waste Site.

Ogden City will provide the labor & equipment to feed the tub grinder and move mulch. Ogden City will not be charged for maintenance time, wear items, parts, fuel, etc. Ogden City will only be charged while the machine is in operation.

Upon careful evaluation, the lowest responsible bidder will be awarded the contract with initial one-year term and two options of one-year extensions each per mutual agreement. A new “estimated cost of the work” will be determined at each extension.

**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.

State Contractor License # \_\_\_\_\_ ;

→ Attach a copy of your current contractor's 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: \_\_\_\_\_

**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:

\_\_\_\_\_

## EXHIBIT C PROPOSAL FORM

Name of PROPOSER \_\_\_\_\_ DATE \_\_\_\_\_

The **Contract** is defined in the Request for Proposal (RFP) and Specification as "Green Waste Grinding."

For all the work included in the RFP, I/we agree to perform for the hourly rate as indicated below. This will include the use of equipment and the cost of required Insurances

The undersigned, in compliance with the RFP, and having examined the information and specification provided, do hereby propose:

### Proposed Fee:

Description	Cost
Tub grinding by the hour	

### Tub Grinder Specs:

Describe the tub grinder being used. (Brand, size of the tub, horsepower, etc.).

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### Tub Grinder Capacity:

Describe the minimum and maximum sizes of stumps and logs the tub grinder can grind.

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**Screen and Mulch Sizes:**

Various screen combination sizes and mulch sizes are required. Describe screen combination sizes used and mulch sizes produced.

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**Response Time on Emergency Calls / Requests:**

Provide your team's response time for a regular request and an emergency call. We will need information on how long it will take to fulfill the two types of requests:

Regular: \_\_\_\_\_

Emergency: \_\_\_\_\_

This proposal shall remain in effect for 45 days after deadline date.

**Respectfully submitted,**

**Seal (If a corporation)**

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Name of Proposer

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Address

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Authorized Signature

**EXHIBIT D**  
**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 / proposal prices for the several bid / proposal items of work named.

Receipt of the following addenda is hereby acknowledged:

1.(Date) \_\_\_\_\_

2.(Date) \_\_\_\_\_

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Authorized Signature