



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

**Daily Maintenance Services for Downtown Ogden's Outdoor  
Containerized Plantings**



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Arts, Culture and Events

February 24, 2022

**OGDEN CITY CORPORATION**  
**REQUEST FOR PROPOSAL**  
**Daily Maintenance Services for Downtown Ogden's Outdoor**  
**Containerized Plantings**

Ogden City is requesting sealed proposals from qualified offerors **to conduct daily maintenance and upkeep of outdoor containerized plantings on City ways and properties.**

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.

A **mandatory** pre-proposal meeting will be held on **March 9, 2022, at 3 PM**. We will meet at the 7<sup>th</sup> Floor Conference Room of the Municipal located at 2549 Washington Blvd., Ogden UT 84401. Please allow at least one (1) hour for the preproposal meeting and possible site visit. All firms intending to submit a proposal are **REQUIRED** to attend to obtain relevant information.

Responses to this RFP shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510, Ogden, Utah, **no later than 10 AM, March 16, 2022.**  
**LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject, all or part of 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 desires daily maintenance and upkeep of outdoor containerized plantings on City ways and properties, to add to the beautification of downtown Ogden.

**Goals/Objectives**

Ogden City strives to hire a contractor to water, maintain and fertilize the outdoor containerized plantings in downtown Ogden on a daily basis during specified timeline indicated in the Scope of Work.

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

**II. SCOPE OF WORK or SPECIFICATIONS**

See Exhibit A

**III. MANDATORY PRE-PROPOSAL MEETING**

A **mandatory** pre-proposal meeting will be held on March 9, 2022, at 3 PM. We will meet at 7<sup>th</sup> Floor Conference Room of the Municipal Building located at 2549 Washington Blvd., Ogden UT 84401. Check-in at the 1<sup>st</sup> Floor Information Desk with the Constable Officer, west side entrance. Please allow at least one (1) hour for the preproposal meeting and site visit. All firms intending to submit a proposal are **REQUIRED** to attend to obtain relevant information.

#### IV. 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. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
  - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
2. Methodology and Resources – A description of your proposed method of execution of scope of work, including resources used.
3. Company Experience - A description of the firm's experience and capability of fulfilling this contract if awarded.
  - a. Include company history with biographies and/or resumes for principal contacts.
4. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
5. Cost Proposal - A detailed breakdown of the proposed costs and timeframes to complete the project. Provide itemized costs for numbers 1-8 listed in exhibit A, Scope of Work. Include a price guarantee period.
6. References – Provide list of at least three references; include project dates, scope, summary of work performed, and contact information.

B. Proposals are to be no longer than 10 pages. Double-sided pages count as two pages.

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

- a. Submitted as loose leaf with binder clip
- b. Submitted in a regular 3-ring binder

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

## V. EVALUATION OF PROPOSALS

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

A. Methodology and resources	30%
B. Capability and experience	30%
C. Cost / fee proposal	20%
D. 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.

## VI. SUBMISSION OF PROPOSALS

**No later than 10 AM, March 16, 2022**, proposers shall submit six (6) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP title

**“Maintenance Services – Downtown Ogden Plantings.”**

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.

## VII. CONTACT INFORMATION

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

The question-and-answer period ends at 3 PM on March 11, 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>.

## VIII. 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>.

<b>EVENT</b>	<b>TARGET DATE</b>
Open RFP Process	February 24, 2022
1 <sup>st</sup> Ad – Standard Examiner	February 26, 2022
2 <sup>nd</sup> Ad - Standard Examiner	March 5, 2022
Pre-Proposal Meeting	March 9, 2022 at 3 PM
Last day for Q&A	March 11, 2022; No later than 3 PM
RFP Response Deadline	March 16, 2022; No later than 10 AM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

## IX. 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.

## **X. 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. 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>

## **XI. 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 must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order 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 Arts, Culture and Events- Ashley Bockwoldt  
2549 Washington Blvd., Ste.912  
Ogden, Utah 84401

Or;

Email invoices to: [ashleyb@ogdencity.com](mailto:ashleyb@ogdencity.com)

## **XII. GOVERNING INSTRUCTIONS**

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

## **EXHIBIT A SCOPE OF WORK**

To provide daily maintenance and upkeep of outdoor containerized plantings on City ways and properties, as designated by city representative.

### **Services may include:**

1. Watering of plantings to prevent planting medium from drying out. Typically requires them to be watered twice daily, once in the morning and once in the afternoon. On hot and windy days, a midday watering may be required.
2. Monitoring of plants for damage from pests, fungi, vandalism, nutritional deficiencies, etc. Taking appropriate measures to correct and prevent damage. Reporting any damaged or lost containers to designated city representatives.
3. Plants shall be pruned to maintain form and prevent obstructions of signage, lights, or safety sight lines.
4. Regular fertilization of plantings to promote healthy growth and vigor. Typically requires a low dose of all-purpose fertilizer with every watering. Such as Peters 20-20-20 at 150 ppm, or approved equivalent.
5. Treatment for iron deficiency. Typically requires monthly treatment with a chelated iron. Such as Sprint 138, or approved equivalent.
6. Treatment for root rot. Typically requires monthly treatment with fungicide. Such as Subdue or other generic Mefenoxam product, or approved equivalent.
7. Treatment to prevent aphid damage. Typically requires monthly treatment with Imidacloprid 21.4%, or approved equivalent.

8. Treatment to prevent Tobacco Budworm damage. Typically requires treatment from June through September. Such as monthly treatment of Mainspring or weekly treatment of Thuricide, or approved equivalent.
9. Provide all materials such as fertilizer, water, etc. needed to maintain plants
10. Provide and utilize own transport vehicle and equipment to water plants
11. Provide own equipment to transport water to all locations and storage for such equipment and transport vehicle.
12. Monitor and maintenance of hanging baskets and as listed in **LOCATIONS** below
  - 25<sup>th</sup> Street, Washington to Wall -- *every other pole, 2 baskets per pole*
  - The Junction - Keisel, 24<sup>th</sup> to 2250 & 23<sup>rd</sup> St. & 2250, Washington to Grant. – *every other pole, 1 basket per pole*
  - Washington Blvd. 26<sup>th</sup> to 22<sup>nd</sup> -- *every other pole, 2 baskets per pole*

*(A detailed location map will be provided at pre-proposal meeting or upon request and may vary from general locations listed above).*

### **Timeline for the completion of work**

1. Start - The second week in May, daily waterings and plant maintenance begins on outdoor container plantings.
2. Mid - May-Oct. – Daily watering, up to 3x per day if needed, up to 150 hanging baskets, and over 100 locations of continued maintenance, pest control etc., fertilizing and feed once a week.

3. End - The second week in October or when designated by approved city representatives' maintenance of outdoor container plantings will end, including daily waterings and plant fertilizing. All baskets will be retrieved and cleaned by the City.

### **Safety & liability issues**

1. All pesticide applications will follow any and all state and federal regulations.
2. Any vehicles used on city and State rights-of-way to accomplish the terms of contract will follow any and all local and state regulations.