

City of South Salt Lake
Request for Proposals
Landscape Maintenance and Property Abatement Services

I. Introduction

The City of South Salt Lake (“City”) is seeking proposals from qualified and experienced companies (“Proponents”) to provide property clean-up and abatement services. Services may be contracted for the purposes of Code Enforcement on private property and maintenance of city owned properties such as vacant lots and alleys.

II. Scope

Qualified candidates will be selected for a pool of service providers that can be retained on an as-needed basis. Candidates may provide one or more of the requested services:

- Removing solid waste, garbage and inoperable vehicles, including items that may require large equipment or towing for removal
- spraying, trimming and removal of weeds, live or dead plant material
- trimming and removing tree limbs, trunks and stumps
- securing buildings, including boarding up windows, doors and other openings
- mitigation of hazardous waste may be requested of pool candidates who are trained and registered to perform such work according to all applicable regulations.
- Related tasks as determined

The draft Service Agreement Contract is available for proponent review upon request and on Sci-Quest.

III. Proposal Format and Contents

Proposals must be submitted in the following format to be evaluated in an objective manner by a designated selection committee. Responses should not exceed ten (10) pages and should include the following:

1. Summary of the services offered
2. Cost structure, including a breakdown of hourly rates for labor, services, and disposal fees
3. Experience, including involvement with waste abatement
4. Minimum of 3 References, including experience with government entities

IV. Proposal Evaluation Criteria

The selection committee shall review submittals utilizing the following criteria:

1. Scope of Services
2. Cost
3. Experience
4. Proposal responsiveness, quality and completeness

The City may request of the Proponent further discussion, information and clarification prior to the execution of a Services Agreement.

V. Proposal Submission

Proponent shall submit proposals to the City of South Salt Lake by **Friday, September 8, 2023**, no later than 3:00 p.m. ("Submission Deadline"). Submissions shall be delivered in person in a sealed envelope, emailed or submitted via Utah Public Procurement Portal (SciQuest) to:

Ariel Andrus, City Recorder
220 E Morris Ave, Ste. 200
South Salt Lake, UT 84115
aandrus@sslc.gov

Proposers wishing to verify receipt of the proposal may contact Ariel Andrus at aandrus@sslc.gov

Submissions that are late, incomplete, or do not meet submission format and contents as described in Section III will not be accepted. The City reserves the right to reject all submissions or to waive any informality in any submissions if deemed in the best interest of the City. The City does not guarantee that a contract will be awarded following the submission deadline.

VI. General Terms and Conditions

1. **Compliance with Laws.** The proposal shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and city, which may in any manner affect the performance of the contract. Proponents shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex, or national origin, nor otherwise commit an unfair employment practice.
2. **Incurred costs.** The City is not liable for any costs incurred by Proponents prior to the execution of a Services Agreement ("Agreement").
3. **Proposers not Agents.** Unless otherwise stated in the final Agreement, the Proposer shall not be held or deemed in any way to be an agent, employee or official of the City, but rather an independent contractor.
4. **Indemnification.** Proponents shall indemnify, save, and hold harmless the City and all of its employees, officers, directors, subcontractors and agents against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Proponent with any agreements, warranties or undertakings contained in or made pursuant to this RFP.
5. **Negotiation of Services Agreement.** The City reserves the right to reject any or all proposals or to award multiple Agreements to multiple qualified Proponents. At its sole discretion, The City may extend the dates for award of the Agreements. The City reserves the right to negotiate any or all terms upon award of the Agreement.
6. **Ethics in Contracting.** By submitting its proposal, Proponent certifies that its proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Proponent, supplier, manufacturer, subcontractor or other person in connection with its proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription,

advance, deposit of money, employment, service or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value was exchanged as part of a completely independent transaction.

7. **Taxes.** The successful Proponent(s) shall be responsible for, and pay any applicable taxes related to the Agreement. The City is a tax-exempt organization and shall not be billed for, nor be expected to pay any taxes applicable to the Services.
8. **Insurance.** By submitting a proposal in response to this RFP, the Proponent(s) certifies that, if awarded the contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Proponent(s) certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Utah. During the term of the contract, City reserves the right to require the successful Proponent(s) to furnish certificates of any required insurance for the coverage required by City, if any is required.
9. **Disclosure of Proposal Content.** All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proponent that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The Government Records Access and Management Act ("GRAMA") states that certain information in the submitted proposal may be open for public inspection. If the proponent desires to have information contained in its proposal protected from such disclosure, the proponent may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential.