



**REQUEST FOR PROPOSAL**

**HVAC Ultraviolet Light Procurement and Installation**



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Ogden City Facilities Division

September 4, 2020

## REQUEST FOR PROPOSAL

### Ogden City Corporation HVAC Ultraviolet Light Procurement and Installation at Various Locations

Ogden City Corporation is accepting sealed proposals from Contractors interested in providing materials and installation of ultraviolet lights for City-owned HVAC units located at various locations throughout Ogden City. All work must meet current industry standards and all federal, state, and local rules and regulations.

Proposal information packets may be downloaded from the Ogden City Website located <https://www.ogdencity.com/264/Purchasing>.

Responses to this RFP shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5<sup>th</sup> Floor) Ogden, Utah, **no later than 3 PM on September 18, 2020**. Details will be provided. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposals that best serve its convenience and/or is found to be in the best interest of the City.

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

**Published:** September 5 & 12, 2020

## REQUEST FOR PROPOSAL

### Ogden City Corporation HVAC Ultraviolet Light Procurement and Installation at Various Locations

Ogden City is seeking sealed proposals from qualified contractors interested in providing ultraviolet lights and installation services for City-owned HVAC units located at various locations throughout city. All work must meet current industry standards and all federal, state, and local rules and regulations.

#### I. SCOPE OF WORK

Contractor shall procure and install ultraviolet lights to the HVAC units listed in Exhibit “A”.

#### II. PROPOSAL CONTENT

The City will accept proposals from contractors that are capable of providing all of the work described in the scope of work. Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services. Each Proposal must include, at a minimum, the following information:

- A. Proposal. Complete and submit the Proposal Sheet and Exhibits for each location (located at the end of this document):
  1. Exhibit A – Indicate the amount for each HVAC unit; Add the total for each building; Enter the Grand Total for all Buildings in the field provided.
    - i. ***Note that Ogden City may install UV air handlers at all or a portion of the listed facilities and/or locations.***
  2. Exhibit B - List by date issued for each addendum, if any, to acknowledge receipt. Enter N/A if no addenda were issued.
  3. Insurance - Include a letter from an insurance company stating that the Proposer can qualify for the required insurance liability; refer to section IV.
  4. Provide a list of three references from current clients; Experience with similar projects.

5. Signature Page - Complete the entire signature block, including the firm name, address, signature, and date on page 12
6. Copy of applicable State license

B. Specifications. The Specifications and Scope of Work herein provides the specific work locations and specifications that are to be considered when submitting the Proposal.

Proposal Price shall include all materials, supplies, equipment, and labor to complete the Work.

The successful Proposer will be expected to respond to special requests within a reasonable time, to report any known equipment or systems problems to Ogden City Facilities and to complete the work in a safe professional manner. Specifics are included in the Scope of Work.

C. Contract: This Proposal document will become part of the final contract.

### III. EVALUATION CRITERIA

A Selection Committee will evaluate each Proposal according to the criteria set forth above. The Selection Committee will select a Contractor based on the submittals received; no formal interviews are anticipated; however, the Selection Committee reserves the right to ask for interviews as needed. The City may perform a due diligence process on the Contractor receiving the highest evaluation.

The following information is provided by Ogden City Fleet and Facilities to assist interested Contractors in the preparation of their responses to this Request. The following criteria will be reviewed for selection of the Contractor:

- A. Contractor's Proposal
- B. Experience with similar projects
- C. Construction experience and scope of various projects similar to City's request
- D. Ability of the firm to complete projects in a timely manner
- E. Ability to provide indicated insurance and performance bond

F. Client Recommendations

G. Proximity of Contractor to Ogden City

Ogden City Corporation shall have the right to verify the accuracy of all information submitted and to make such investigation, as it deems necessary to determine the ability of a prospective Contractor to perform the obligations in the response. Ogden City reserves the right to reject any response where the available evidence or information does not satisfy Ogden City that the prospective Contractor is qualified to carry out properly the obligations of the response, is a person or firm of good reputation or character for strict, complete, and faithful performance of business obligations, or if the prospective Contractor refuses to cooperate with and assist Ogden City in the making of such investigation.

#### **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 the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's Proposal. The amount of insurance shall not be less than:

**Commercial General Liability:** \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage. Policy to include coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractors' liability (if applicable) written on an occurrence form.

**Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.

**Workers' Compensation and Employers' 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.

Each Insurance policy required by this Agreement shall contain the following clause:

"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 City."

"It is agreed that any insurance or self-insurance maintained by Ogden City, its elected and appointed officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause:

"Ogden City, 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 the City."

Insurance is to be placed with insurers acceptable to and approved by the City. Contractor's insurer must be authorized to do business in Utah at the time the contract is executed and throughout the time-period the contract is maintained, unless otherwise agreed in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

The 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 commences. Contractor shall furnish a performance bond to the City in an amount not less than the contract price. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

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 respects the City, its 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.

Contractor shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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 Contractor's or its subcontractor's performance of the work covered under this Agreement.

Contractor's Obligation to Verify Employment Status: Contractor shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-11-103 of the Utah Identity Document and Verification Act.

## **V. BONDING REQUIREMENTS**

Submission of a Proposal constitutes a promise that the Proposer will enter the Contract Documents in the form presented in the Contract Documents. Proposers should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Proposer.

### **A. CONTRACT SECURITY**

- a. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the work provided in the Construction Documents.
- b. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the work.
- c. Owner does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.

- d. Performance Bond and Payment Bond: The Owner's requirements as to Performance and Payment Bonds are set forth in the attached Performance Bond (Document A) and the Payment Bond (Document B).
- e. When the successful Proposer delivers the executed Construction Contract to Owner, it must be accompanied by the required Performance and Payment Bonds.

## **VI. ADDITIONAL INFORMATION – GENERAL TERMS AND CONDITIONS**

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.

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

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.

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.

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.

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.

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 of cost estimate of any proposal price.



## **VII. SUBMITTAL**

Firms shall submit five (5) copies of all documents required in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM on September 18, 2020** HVAC Ultraviolet Light Procurement and Installation at Various Locations

### **LATE PROPOSALS WILL NOT BE ACCEPTED.**

**References** – Please submit three (3) references of current clients.

**Acceptance or Rejection of Proposals** – Ogden City reserves the right to accept or reject any proposal that best serves its convenience and/or is found to be in the best interest of the City. The City further reserves the right to award separate contracts to one or more Contractors if it appears that the best interest of the City is served by doing so. Increases in scope of work may be compensated at the hourly rate or negotiated with the successful proposer.

Responses to the Request that are not received in the Ogden City Purchasing Office prior to the time and date specified will be considered late. **LATE RESPONSES WILL NOT BE CONSIDERED FOR AWARD.** The Agency reserves the right to reject any and all responses.

It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

No facsimile or email transmittals will be accepted. All submittals must be delivered by the mail or other delivery service or hand-carried to the 1st Floor Information Desk at the same address. It is the sole responsibility of those responding to this Request for Proposal 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.

The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

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

**Furnishing of W-9** – Payment under this Agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS tax form. Such form shall be attached

hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

#### **VIII. CONTACT INFORMATION**

This RFP constitutes part of each proposal and includes the explanation of the Department's need, which must be met. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, s/he shall immediately notify Ogden City's Purchasing Office of such error in writing and request modification or clarification of the document.

Please contact the Ogden City Purchasing office via email [purchasing@ogdencity.com](mailto:purchasing@ogdencity.com) or at (801) 629-8742 for any questions or concerns. Any clarifications and/or modifications to the RFP will be posted in the Ogden City website. Proposers are responsible for securing any and all addenda issued.

The question and answer period ends at 10 AM on September 16, 2020.

**Exhibit “A”**  
**HVAC List**  
**&**  
**Proposal Sheet**

Building	Equipment	Location	Make/Model	Cost
Public Works 1	Air Handler AH/1	Mechanical Rm	Carrier 39T Central Station	
	Air Cooled Liquid Chiller Ch/1	Roof	Carrier Model 30GTN080 (71.7 Tons)	
	Roof Top Unit AC/1	Roof	Lennox LGA088HH1Y	
	Roof Top Unit AC/3	Roof	Lennox LGC156HS1Y	
	Roof Top Unit AC/4	Roof	Lennox LGA102HH2Y	
	Roof Top Unit AC/5	Roof	Lennox Lca036HN1Y	
			<b>BUILDING TOTAL</b>	
Public Works 8	Furnace 1	File Storage Rm	Lennox Model GHR26Q4/5-100-6	
	Furnace 2	Parts Storage	Lennox Model GHR26Q3/4-100-6	
	Furnace 3	Parts Office	Lennox Model G24M2-45A-12	
	Furnace 4	Parts Storage	Lennox Model G20R03E-75-G	
			<b>BUILDING TOTAL</b>	
Public Works 6	AC Unit	Sign Shop	Fedders Window Mount AC Unit	
	Furnace F-3	Comm Storage	Lennox G60UH-48B-090-06	
	AC Unit	South Office	Fedders Window Mount AC Unit	
	Furnace F-1	East Offices (Leased Space)	Lennox Model G12Q5-165-6	
	Furnace F-2	East Offices (Leased Space)	Lennox Model G12Q5-165-6	
	Water Heater WH-1	East Offices (Leased Space)	Bradford White M2XR504T6FBN 48GAL	
	Water Heater WH-2	Basement/Boiler Room	AO Smith KGA 40 40GAL	
			<b>BUILDING TOTAL</b>	
Public Safety Center	Supply Fan SF-1	Air Handling Rm		
			<b>BUILDING TOTAL</b>	
Municipal Building	Air Handler AH-1	Basement	Daw Technologies Omc/ Model #1-621508	
	Air Handler AH-4	4th Floor	Daw Technologies Model R-4-621508	
	Supply Fan SF-5	5th Floor	Daw Technologies Model R-5-621508	
	Supply Fan SF-6	6th Floor	Daw Technologies Model R-5-621508	
	Supply Fan SF-7	7th Floor	Daw Technologies Model R-5-621508	
	Supply Fan SF-8	8th Floor	Daw Technologies Model R-5-621508	
	Supply Fan SF-9	10th Floor	Daw Technologies Model R-5-621508	
				<b>BUILDING TOTAL</b>
Golden Hours Center	Multi-Purpose Room Air Handler	Mechanical Mezzanine	US Motors 7.5hp	
	Main Building Air Handler	Mechanical Mezzanine	Wagner 7.5hp	
	Workout room Roof top unit	Roof	Reem 3.5-5 ton unit (No Data)	
			<b>BUILDING TOTAL</b>	
Marshall White Center	Main Building Multi Zone Air Handler	Boiler Room	Trane U86495 15hp	
	Gymnasium Air Handler	Mechanical Mezzanine	Trane U86497 15hp	
	Pool area Air Handler	Mechanical Mezzanine	Trane U86496 15hp	
			<b>BUILDING TOTAL</b>	

Building	Equipment	Location	Make/Model
Justice Court	Furnace #01	Judges Area	Lennox CR33-48C-F
	Furnace #02	Judges Area	Lennox CR33-50/60C-F
	Furnace #03	Mechanical Room	Lennox C33-43C-2F-2
	Furnace #04	Mechanical Room	Lennox C33-49C-2F-2
	Furnace #05	Mechanical Room	Lennox C33-49C-2F-2
	Furnace #06	Mechanical Room	Lennox C33-50/60C-2F-2
	Furnace #07	Crawl Space under Court room #1	Lennox CH33-24/30A-2F
	Furnace #08	Crawl Space under Court room #1	Lennox CH33-50/60C-2F-1
	Furnace #09	Prosecutors Area Crawl Space	Lennox CH33-36B-2F
	Furnace #10	Prosecutors Area Crawl Space	Lennox CH33-48-2F
	Furnace #11	Prosecutors Area Crawl Space	Lennox CH33-36B-2F
	Furnace #12	Prosecutors Area Crawl Space	Lennox CH33-48-2F
			<b>BUILDING TOTAL</b>
Community Services Bldg.	Furnace A North West	Basement	Carrier 28RCO48000
	Furnace B South	Basement	Carrier 28RCO60000
	Furnace C NorthEast	Basement	Carrier 28RCO48000
	Furnace D Center	Basement	Carrier 28RCO60000
			<b>BUILDING TOTAL</b>
Union Station		Kitchen Area South End	York CD600C6
		Kitchen Area South End	York CD600C6
		Kitchen Area South End	York CD600C6
		Attic Areas North & South	Trane TWH048B140A0
		Attic Areas North & South	First Co. 36CHX-C-2RH
		Attic Areas North & South	Trane TWH736B140A0
		Attic Areas North & South	Trane TWH730A140A0
		Attic Areas North & South	Trane TWH730A140A0
		Attic Areas North & South	Trane TWH730A140A0
		Attic Areas North & South	Trane TWH730A140A0
		Attic Areas North & South	Carrier - No markings on unit
		Attic Areas North & South	Carrier FB4ANF036
		Attic Areas North & South	Bohn Heat HD224LF
		Attic Areas North & South	Carrier FB4ANF036
		Roof Top Units	Trane YC;TC;WC (D) 181-300B
		Roof Top Units	ComforTemp ZVE-80
		Roof Top Units	Trane YC;TC (D) 102-120C
		Roof Top Units	Carrier 48HJF007---531
		Roof Top Units	Carrier 48HJF007---531
		Roof Top Units	Intercity Products – PGA090H2HA
	Basement North Side	Buffalo Duplex Conoidal - A34585 Size 7	
			<b>BUILDING TOTAL</b>

Building	Equipment	Location	Make/Model	
Ogden Airport		Roof	York ZF072N10N2AAA1A	
		Roof	York ZH150N20N2CAA5A	
		Roof	York ZF072N10N2AAA1A	
		Roof	Goodman GPG13481151AC	
		Roof	Carrier 48HJF006---531AA	
		Basement	Herman Nelson 6 ½ - 3 - 14	
			<b>BUILDING TOTAL</b>	
El Monte Golf Course			Rheem Criterion RGP-J10EAMER	
			<b>BUILDING TOTAL</b>	
			<b>GRAND TOTAL</b>	

<b>Material Mark-up</b>	
<b>Hourly Cost for Labor</b>	

Other charges: \_\_\_\_\_ \$ \_\_\_\_\_

(Please specify)

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(CONTRACTOR)

BY:

\_\_\_\_\_  
(Signature)

Title:

\_\_\_\_\_  
(Corporate Seal, if required)

Ogden, Utah

Date: \_\_\_\_\_

**Exhibit “B”**  
**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 prices for the several bid item of work named.

Receipt of the following addenda is hereby acknowledged:

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

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

3.(Date) \_\_\_\_\_