



## **REQUEST FOR PROPOSAL**

### **Renovation of the Ogden City Municipal Building 5<sup>th</sup> Floor**



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Facilities Division

October 27, 2022

# REQUEST FOR PROPOSAL

## Renovation of the Ogden City Municipal Building 5<sup>th</sup> Floor

Ogden City Corporation is accepting sealed proposals from qualified general contractors to renovate the 5<sup>th</sup> floor of the Ogden City Municipal Building with all incidental work required.

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 occur at 3 PM on November 9, 2022**, to be held at the 7<sup>th</sup> floor conference room of the **Municipal Building** located at the address below. Please allow at least 1.5 hours for the meeting and walk through. Attendance at the meeting is **required** to obtain relevant information concerning the RFP.

**Responses** to this Request for Proposal **shall be submitted** to the Purchasing Office, c/o 1<sup>st</sup> Floor Information Desk of the Municipal Building located at 2549 Washington Blvd., Ogden, UT 84401, by **November 17, 2022, no later than 3 PM. 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. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses, and other disadvantaged business enterprises

**Published:** October 29 & November 5, 2022

# REQUEST FOR PROPOSAL

## Renovation of the Ogden City Municipal Building 5<sup>th</sup> Floor

### I. INTRODUCTION

Ogden City Corporation is accepting sealed proposals from qualified general contractors to complete a renovation of the 5<sup>th</sup> Floor of the Ogden City Municipal Building with all incidental work required.

This RFP will become part of the final contract.

### II. EXPECTATIONS & SCOPE OF WORK

- a. Significant experience in renovation projects. The successful proposer shall clearly possess an understanding of the scope of work required.
- b. Must possess the applicable required licenses, insurance, bonding, etc.
  - i. License – Refer to Utah DOPL requirements.
  - ii. Insurance – See section V.
  - iii. Bonding – See section VII.
- c. Good experience in project completion documentation.
- 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 the renovation project.
- e. Scope of Work – Refer to Exhibit A

### III. RESPONSE TO REQUEST FOR PROPOSAL

Ogden City will accept proposals from firms that are capable of providing all of the work described in the above Scope of Work including Attachments.

Applicants shall include qualifications for work set forth in the Scope of Work for which it proposes to provide services.

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

1. Name, address, email and telephone number of company submitting the proposal.
    - a. Include the name and contact information of the person designated as the firm's representative.
  2. Three (3) current references
  3. Narrative related to the following:
    - i. Contractor experience and scope of various projects similar to Ogden City's request
    - ii. Experience in project completion documentation.
    - iii. Availability of the contractor to complete project in a timely manner. Provide the proposed timeline in consideration of current market scenarios.
  4. Evidence of Insurability – Certificate of Insurance
  5. Exhibit B – Completed Contractor Information Sheet
  6. Exhibit C – Signed Cost Proposal
  7. Exhibit D – Signed addendum acknowledgement, if applicable
- B. 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

#### **IV. EVALUATION OF PROPOSALS**

Proposals will be evaluated in accordance with the following criteria, listed in descending order of importance:

- A. Contractor experience and scope of various projects similar to City's request – 35%
- B. Availability of the contractor to complete project in a timely manner – 30%
- C. Client References – 25%
- D. Cost Proposal – 10 %

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Non-responsive proposals (those received after the deadline or not conforming to RFP requirements) will be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each proposer bears sole responsibility for the items included or not included in the response submitted by that bidder. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The City may require an in-person presentation by a proposer to supplement their written proposal.

## **V. 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 aggregate 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.

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

## **VII. 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. BID SECURITY**

- a. Amount of Bid Security: A Bid Security must accompany each Proposal. The total amount of the Proposal on which Proposal security is to be based shall be

the sum of all items of the Proposal constituting the maximum amount of the possible award to the Proposer. The Bond amount must equal at least five (5) percent of the total amount of the Proposal. The Proposal Security may be in the form of a Cashier's check or Bid Bond. No other form of Proposal Security will be accepted.

- Bid Bond: The Bond shall accompany and be attached to the Proposal and shall be issued by a surety company authorized to do business in the State of Utah. The Bond shall guarantee that the Proposer, if awarded the work will promptly enter into the Construction Contract to perform the work in the manner required by the Contract Documents.
  - Cashier's Check: If a cashier's check is used in lieu of a Bid Bond, the cashier's check must be drawn on a bank doing business in the State of Utah and made payable to Ogden City Corporation. Note that personal or company checks are not acceptable as bid security. If a cashier's check is used in lieu of a Bid Bond or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of performance and payment bonds in the full amount of the bid must accompany the bid.
- b. Return of Bid Security: Owner will return Bid security to Contractor within seven (7) days after receipt of the Construction Contract by Ogden City Purchasing Division. Bid Bonds and cashier's checks of the lowest three Bidders will be held until the Construction Contract is awarded and a signed copy received by Ogden City Purchasing Division or all bids have been rejected. All other bid securities shall be returned following the bid opening. The liability of Owner in regard to the checks shall be limited only to the return of the checks.
- c. Default: In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the Owner a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents after Notice of Intent to Award by the Owner, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the Owner.

## **B. 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.

## **VIII. 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 Purchasing. The City will be given the immediate benefit of any decrease in the market, or allowable discount.

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 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 Facilities  
175 W 29<sup>th</sup> Street  
Ogden, Utah 84401-3534

Or

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

## **IX. GOVERNING INSTRUCTIONS**

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

## **X. CONTACT PERSON**

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 November 14, 2022.

## **XI. SUBMISSION OF PROPOSALS**

Firms shall submit six (6) copies of the proposal (all required documents) in a sealed envelope by **November 17, 2022, no later than 3 PM.**

On the envelope, indicate your company's name and the project name 5<sup>th</sup> Floor Muni Building Renovation RFP.

If the proposal is submitted by mail or other delivery service, it must be addressed as below. Proposal must be received prior to the submission deadline.

**Send to:**

Purchasing Office

ATTN: 5<sup>th</sup> Floor Muni Building Renovation RFP

c/o 1<sup>st</sup> Floor Information Desk

2549 Washington Blvd.

Ogden, UT 84401

The proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the Municipal Building) at the same address.

**No facsimile or email transmittals will be accepted.**

City offices are closed on holidays.

It is the sole responsibility of those responding to this Invitation to Bid to ensure that their submittal is made to the correct location and in compliance with the stated date and time. Ogden City encourages and welcomes bids from women and minority owned businesses.

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

**XII. 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	October 27, 2022
1 <sup>st</sup> Ad – Standard Examiner	October 29, 2022
2 <sup>nd</sup> Ad - Standard Examiner	November 5, 2022
Pre-Proposal Meeting at Municipal Building, 7 <sup>th</sup> Floor Conference Room	November 9, 2022 @ 3 PM
Last day for Q&A	November 14, 2022; No later than 3 PM
Proposal Deadline	November 17, 2022; No later than 3 PM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

**EXHIBIT A**  
**SCOPE OF WORK**

Refer to Construction Plans provided by Sanders and Associates Architects

**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: \_\_\_\_\_

➔ 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:

\_\_\_\_\_

**EXHIBIT C**  
**COST PROPOSAL**

**NAME OF PROPOSER** \_\_\_\_\_ **DATE** \_\_\_\_\_

The **Project** is defined in the Request for Proposal (RFP) and is titled as “Renovation of the Ogden City Municipal Building 5th Floor.”

For all the work described in the RFP and construction drawings / specifications, I/we agree to perform for the total sum below to include 100% Performance Bond, and Material & Payment Bond and other required Insurances.

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

\_\_\_\_\_ Dollars

\$ \_\_\_\_\_

Include with this document:

\_\_\_\_\_ 5% Bid Security

This bid shall remain in effect for 45 days after bid-opening.

**Respectfully submitted,**

**Seal (If a corporation)**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
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 prices for the several bid items of work named.

Receipt of the following addenda is hereby acknowledged:

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

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

\_\_\_\_\_  
Name of Bidder

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