



REQUEST FOR PROPOSAL

**West Entry and Exit Gates & North Entrance Gate Replacement
at the Francom Public Safety Building**



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Facilities Division

March 3, 2021

REQUEST FOR PROPOSAL

West Entry and Exit Gates & North Entrance Gate Replacement at the Francom Public Safety Building

Ogden City Corporation is accepting sealed proposals to replace the west entry and exit gates and the north entrance gate to the Francom Public Safety 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.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Ogden, Utah 84401, **no later than 3 PM, March 23, 2021.**
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 women and minority owned businesses.

Published: March 6 & 13, 2021

REQUEST FOR PROPOSAL

West Entry and Exit Gates & North Entrance Gate Replacement at the Francom Public Safety Building

I. INTRODUCTION

Ogden City Corporation is accepting sealed proposals to replace the west entry and exit gates and the north entrance gate at the Francom Public Safety Building, with all incidental work required.

This RFP will become part of the final contract.

II. SCOPE OF WORK

See Exhibit A

III. RESPONSE TO REQUEST FOR PROPOSAL

Company Information

The 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. Exhibit A - Completed Proposal Sheets
 4. Exhibit B - Signed addendum acknowledgement, if applicable
 5. Copy of applicable UT State License
- 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. *Being selected and entering into an agreement does not guarantee contractor will be extended any specific amount of work.*

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
- B. Ability of the company to complete projects in a timely manner
- C. Client recommendations

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

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 \$2,000,000 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.

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 of 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 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/Busiiness-Confidentiality-Claim-form>

VII. 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 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 29th Street

Ogden, Utah 84401-3534

Or

Email invoices to: ffadmin.billing@ogdencity.com

VIII. GOVERNING INSTRUCTIONS

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

IX. CONTACT PERSON

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

The question-and-answer period ends at 3PM on March 18, 2021.

X. SUBMISSION OF PROPOSALS

Firms shall submit seven (7) copies of the proposal in one sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3 PM, March 23, 2021**. On the envelope, indicate your company's name and the project name "West Entry and Exit Gates and North Entrance Gate Replacement at the Francom Public Safety Building RFP". **LATE PROPOSALS WILL NOT BE ACCEPTED.**

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 (back entrance of the Municipal Building) 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.

EXHIBIT A

SCOPE OF WORK/PROPOSAL SHEET

Francom Public Safety West & North Gates

Exhibit A – Scope of Work/Proposal Sheet

WEST ENTRY	COST
Remove and replace gate with new aluminum cantilever gate.	
Paint gate to match color of fence.	
Remove old gate operators and replace with Hysecurity DLC15 Slidesmart operator.	
Install OVS sensor.	
Remove dirt from gate posts and pour concrete footings around posts.	
CONTRACTOR TO VERIFY THAT EXISTING ELECTRICAL FOR OPERATOR WILL MEET SPECIFICATIONS FOR NEW OPERATOR.	
CONTRACTOR REQUIRED TO INSTALL ALL NECESSARY ITEMS NEEDED FOR OPERATOR AND GATE. (PEDESTALS, ETC.)	
Total for West Entry: \$	

WEST EXIT	COST
Remove and replace gate with new aluminum cantilever gate.	
Paint gate to match color of fence.	
Remove old gate operators and replace with Hysecurity DLC15 Slidesmart operator.	
Install OVS sensor.	
Remove dirt from gate posts and pour concrete footings around posts.	
CONTRACTOR REQUIRED TO INSTALL ALL NECESSARY ITEMS NEEDED FOR OPERATOR AND GATE. (PEDESTALS, ETC.)	
Total for West Exit: \$	

CENTER ISLAND	COST
Replace center island fence between gates to match new gates.	
Total for Center Island: \$	

NORTH GATE	COST
Existing Gate and operator will remain (No cost)	
Reinforce gate posts and pedestals with concrete footings, ensuring fence and gate alignment is square and true.	
Total for North Gate: \$	

***Grand Total for West Entry, West Exit, Center Island, and North Gate* \$**

Point of Contact: _____

Address: _____

Email: _____

Phone: _____

FAX _____

SIGNED AND SEALED, this _____ day of _____, 2021

CONTRACTOR

BY: _____

(Signature)

Title: _____

(Corporate seal, if required)

Ogden, Utah

Date: _____

EXHIBIT B

Acknowledgement

Ogden, Utah

Date: _____

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 proposal prices for the several proposal items of work named.

Receipt of the following addenda is hereby acknowledged:

- 1. (Date) _____
- 2. (Date) _____
- 3. (Date) _____

CONTRACTOR

BY: _____

(Signature)