



REQUEST FOR PROPOSAL

Sound and Lighting Contractor



Ogden City (“City” or “Owner”) is requesting sealed proposals from qualified respondents interested in designing and installing an upgraded sound and lighting system for The Browning Theater at Union Station.

REQUEST FOR PROPOSAL

Ogden City Corporation

Sound and Lighting Contractor – Browning Theater at Union Station

Ogden City Corporation is requesting sealed proposals from qualified respondents interested in designing and installing an upgraded sound and lighting system for **The Browning Theater at Union Station**.

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 site visit can be scheduled on March 23rd or 24th between the hours of 9 AM to 4PM. Please schedule directly with Union Station staff, Yolanda Barnaby at (801) 629-8761. This is non-mandatory, but it is highly encouraged for potential respondents with questions to visit the site and secure more detailed information about the project.

Responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **no later than 3 PM, March 30, 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.

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

Published: March 13 & 20, 2021.

REQUEST FOR PROPOSAL

Ogden City Corporation

Upgraded Sound & Lighting Design and Installation

Browning Theater at Union Station

I. INTRODUCTION

Ogden City, in partnership with local stakeholders, desires to make improvements to an otherwise dated sound and lighting system located in the Browning Theater at Union Station. The current system was installed in 1978 and only a few minor items have been added since. Many of our community partners and private users are unable to use the Browning Theater for their events and programs because of its lack of sound and lighting capabilities. The Browning Theater is programmed over 102 days annually. Ogden City desires to make improvements to an otherwise dated public square with events such as weddings, and dozens of conferences, fundraisers, concerts, and festivals. As an easily accessible building in the heart of downtown, Union Station serves as a symbol of civic identity and heritage.

The City recognizes the value of involving a qualified sound and lighting contractor early in a project's design. The City believes the contractor's input and involvement throughout a project can make for a better design and a smoother installation period. Even at preliminary stages in a project's development, a knowledgeable contractor can provide valuable services including recommended equipment, design, cost estimating, and value engineering that can help to reduce a project's cost and increase overall quality. Therefore, the City intends to select a qualified contractor to provide design and install services through the completion of the project.

II. PROJECT INFORMATION

A. Scope

Design: Assist the City, with budgeting, value engineering, design, enlisting licensed electrical consultation and installation, and methodology/phasing (if necessary).

Construction Phase: Removal of existing sound and lighting equipment. Assess electrical upgrades needed and complete these upgrades, install new sound and lighting equipment.

Ogden City, along with the project partners will select a Contractor who will immediately begin working on the Design services portion of the Project. The successful Contractor should be prepared to provide pricing of the Final Design package two (2) weeks after final design is complete.

B. Contract:

A Services Contract (“Contract”) between Ogden City and Contractor where the basis of payment will be separated between the Design Fee and the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (“GMP”). At or near the completion of the Final Design, Contractor will furnish a cost estimate that will serve as the basis for the GMP portion of the Contract. If Contractor and City are unable to negotiate, in good faith, a GMP amount within the Budget as described herein (or otherwise modified at the sole discretion of the City), the City reserves the right to publicly bid the Project with no obligation to the Contractor. If the City and Contractor can negotiate a GMP amount within the Budget, the City may either choose forward to move forward with the construction portion of the Contract or choose to terminate the contract and duly compensate the Contractor for the Pre-Construction Fee.

C. Budget:

Project budget is \$100,000.00 including General Conditions and Fees, Materials, Labor and Contingency.

D. Schedule:

Project is anticipated to be completed by Summer 2021.

The Contractor is expected to play an important role throughout the Design period, including development of schedule and scope to meet project timeline and budget while maximizing value.

Qualified contractors must demonstrate completion of at least one similar project with a minimum contract amount of \$100,000.00 or more, and bonding capacity of \$150,000.00 or more.

III. RESPONSE TO REQUEST FOR PROPOSAL

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

1. Firm Information
 - a. Principal office location
 - b. Ownership information
 - c. Number of years in operation
 - d. Aliases or DBA names
2. Relevant Project Experience
 - a. Provide a brief description, including project owner information, of at least three (3) relevant projects, including the year(s) of installation and size and type of project, including any unusual features.
3. Project Team and Approach
 - a. Identify the primary members of the Project Team and describe their experience.
 - b. Demonstrate the Responder's ability to commit necessary resources to successfully complete the Project in a timely manner.
4. Applicable License – Copy of Federal and/or Utah licenses.
5. Capacity and Stability
 - a. Self-performed categories of work
 - b. Claims and Suits (officers and firm)
 - i. List of incomplete work, if any
 - ii. List of judgements, arbitration proceedings, or suits pending or outstanding (5 years)
 - iii. List of lawsuits filed by firm (5 years)
 - c. References
 - i. Trade References
 - ii. Bank References
 - d. Surety and Insurance
 - i. Name and address of bonding company
 - ii. Evidence of bonding capacity
 - e. Certificate of Insurance (COI) – See Insurance Requirement, pages 8-10.

6. Statement of Proposed project budget and deliverables.
 - a. Propose project budget for the assumed contract of \$100,000.00 US dollars, which includes overhead, profit, and itemized general conditions. For the purposes of calculating the general condition costs, applicants should propose a construction term in which they believe they can successfully complete construction of the Project, but no later than August 31, 2021. Proposed Project budget to include the following: Model of Sound Mixing Console, Model of Lighting Console, number and brand of the following: speakers, subs, amps, processers, monitors, wedges, microphones, cables, lighting fixtures, misc. & electrical work.
- B. For City record keeping purposes, please do not use spiral or wire binding methods. The following methods will be accepted:
 - a. Singled sided in a regular 3-ring binder
- C. Submissions lacking one or more of the requested documents may be deemed non-responsive. It is the responder's sole responsibility to read and interpret information in the RFP and the written instructions contained herein.
- D. Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

IV. SELECTION PROCESS

Respondents will be scored using the following criteria (see Attachment A):

- A. Experience and qualifications with projects of similar size, type, and contract amount
- B. Demonstrated history of successfully completing projects on time and within budget.
- C. Demonstrated successful history based on references.
- D. Proposed Project Budget and quality of deliverables.

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 bidder to supplement their written proposal.

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

The respondent with the highest overall score will be selected to join the Project Team, provide pre-construction services, and conditionally enter a negotiated construction contract.

V. Insurance Requirements

The successful proposer shall procure and maintain the required insurance 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 \$3,000,000 commercial general liability coverage with \$2,000,000 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. 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 work if 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.

VII. 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. 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>

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 26, 2021.

X. SUBMISSION OF PROPOSALS

Firms shall submit six (6) copies of the proposal in a sealed envelope to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM, March 30, 2021.** On the envelope, indicate your company's name and the project name "Browning Theater Upgrade 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.

XI. RFP Schedule

Request for Proposals available	March 10 ,2021
RFP Responses Due	March 30, 2021 no later than 3PM
Interviews (if necessary)	Week of April 5 th (Tentative)
Final Selection	Week of April 12 th (Tentative)
Contract Award & Negotiation	Week of April 19 th (Tentative)

Attachment A:

Contractor Selection – Score Sheet



Scorer: _____

Date: _____

<i>CRITERIA</i>	<i>SCORE (1-5)</i>	<i>MULTI- PLIER</i>	<i>POINTS</i>
EXPERIENCE:			
- Has demonstrated experience in successfully designing and installing sound and lighting upgrades on projects of similar size and scope as		2x	
- Has demonstrated history of successfully completing projects on time and within budget.		2x	
- Has a demonstrated successful history based on references.		1x	
BUDGET:			
Proposed Project Budget and deliverables		2x	

Response to RFP is complete and includes all requested information

_____ **Yes**

_____ **No**