



**OGDEN CITY CORPORATION  
REQUEST FOR PROPOSAL  
(RFP)**

**Forfeited Firearms Vendor**



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Weber/Morgan Narcotics Strike Force

April 30, 2021

**OGDEN CITY CORPORATION  
REQUEST FOR PROPOSAL**

**FORFEITED FIREARMS VENDOR**

Ogden City Corporation is requesting sealed proposals from qualified offerors to sell firearms that have been lawfully seized and forfeited.

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 RFP shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510, Ogden, Utah, **no later than 3 PM, May 20, 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.

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# OGDEN CITY CORPORATION REQUEST FOR PROPOSAL

## FORFEITED FIREARMS VENDOR

### I. INTRODUCTION

Ogden City desires to contract with a company located in Northern Utah, which holds a valid Federal Firearms License, abides by state and federal weapons rules and regulations, and is capable of selling firearms seized and forfeited by a police entity. The company should be capable of selling to legally qualified buyers as many as thirty (30) firearms per month.

#### Goals/Objectives

Ogden City strives to:

- A. Maintain compliance with all local, State and Federal laws.
- B. Sell seized and legally forfeited firearms to legally qualified buyer.
- C. Secure a competitive rate for sale and transfer of said firearms.

### II. SCOPE OF WORK / SPECIFICATIONS

Ogden City is seeking to enter a three-year services contract with a company located in Northern Utah that holds a valid Federal Firearms license and can sell firearms that have been seized and legally forfeited by a police entity. The initial batch to sell consists of approximately 150-200 firearms. Subsequently, the company is expected to sell at least thirty (30) of forfeited firearms per month.

It is anticipated that the City will enter into a three-year agreement with the successful proposer.

Proceeds of the sale is requested to be issued to the City via a monthly check payment. A document of the full accounting of the sale(s) must accompany the check.

### III. RESPONSE TO RFP

- A. Each Proposal must include, as a minimum, the following information:
  - 1. Authorized Representative – Indicate name, address, email and telephone number of the company submitting the proposal.
    - a. Include the name and contact information of the person designated as authorized to contractually bind the offer.
  - 2. Company Experience - A description of the firm’s experience and capability of fulfilling this contract if awarded.
    - a. Include company history with biographies and/or resumes for principal contacts.
  - 3. Cost Proposal - A detailed breakdown of the proposed costs / percentage fees.
  - 4. Evidence of Insurability.
- 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. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

### IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

- |                                              |     |
|----------------------------------------------|-----|
| A. Cost / percentage fee                     | 50% |
| B. Company Profile - Capability & experience | 30% |
| C. Company Location                          | 20% |

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

## **V. SUBMISSION OF PROPOSALS**

**No later than 3 PM, May 20, 2021**; 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. On the envelope, indicate your company's name and the RFP title – "Forfeited Firearms Vendor."

## **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 RFP 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.

Ogden 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 local, women and minority owned businesses and other disadvantaged business enterprises.

## **VI. CONTACT INFORMATION**

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 May 17, 2021.

## **VII. 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 \$3,000,000 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.

## VIII. 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. Ogden 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>

## **IX. GOVERNING INSTRUCTIONS**

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