



Request for Bid
Ogden City Corporation
Ogden City Archway – Colored LED Lighting



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Public Operations

July 8, 2021

Request for Bid
Ogden City Corporation
Ogden City Archway – Colored LED Lighting

Ogden City Corporation is accepting sealed bids to upgrade the lighting on the Ogden City Archway sign from neon to colored LED lights, with color changing options.

Bid information and bid sheet may be downloaded (pdf format), free of charge, from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Bidders are responsible for securing any and all addenda issued.

Two copies of the sealed bid shall be submitted to Ogden City Purchasing, c/o the 1st Floor Information Desk, Municipal Building located at 2549 Washington Blvd. Ogden, Utah 84401, **no later than 3PM, July 29, 2021**, at which time they will be opened and read aloud 7th Floor Conference Room of the Municipal Building.

LATE BIDS WILL NOT BE ACCEPTED.

Ogden City reserves the right to accept or reject any bid that best serves its 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.

PUBLISHED: July 10 & 17, 2021

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I. INTRODUCTION

The purpose of this Request for Bids (RFB) is to solicit competitive sealed bids from qualified and experienced individual(s) or firm(s) to provide services related to the upgrade of the Ogden City Archway sign from neon to colored LED lights, with color changing options.

II. SCOPE OF WORK or SPECIFICATIONS

- Complete removal of all neon lighting and replace cabinets.
- Replace with color changing LED lights that have the capability of being set to a specific color, with color options.
- Goal of the Project - The replacement lettering and the sign need to look like the current sign. We do not want to incorporate some type of display board. Essentially, Ogden City does not want to alter the look, except for the fact that they will be colored lights.
- Product Specification:
 - Describe the product/brand you are proposing to use.
 - Include add-on options or what other LED lighting features that can be incorporated into the sign structure to complement the new lights (but are not readily noticeable). Please provide ideas and provide cost for this upgrade.
 - Provide visual depictions of what the finished product would look like at day and at night.
 - Provide description of control mechanism and how to program and or modify including all features the proposed device has.

South side lettering reads:

IT PAYS TO
LIVE IN
OGDEN
HOME OF WEBER
STATE UNIVERSITY



North side lettering reads:

HOME OF WEBER
STATE UNIVERSITY
OGDEN
PIONEER DAYS
WEEK JULY 24TH



III. OUTLINE OF EXPECTATIONS AND QUALIFICATIONS

- A. The successful bidder shall clearly have an understanding of the scope of service required.
- B. Must possess the applicable required licenses, insurance, bonding, etc.
 - i. License – Electrical Contractor.
 - ii. Insurance – See section IV; pages 5-7.
 - iii. Bonding – See section V; pages 7-8.
- 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 this project.
- E. Operating Hours: Work shall be performed between 6 AM to 11 PM, Monday through Saturday. No work shall be performed on Sundays unless authorized in advance by the City Project Manager.

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 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.

V. CONTRACT SECURITY

Submission of a Bid constitutes a promise that the successful bidder will enter into a contract with Ogden City. Bidders should carefully examine all required bonds and insurance information.

- 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. Ogden City 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.

VI. OTHER TERMS AND CONDITIONS

- A. Fees - Contractor is responsible for all application permits, fees, inspections, certifications, and approvals necessary to perform the required work.
- B. Background Check - 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. Safety - Public Safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment needed to conduct the work in a way that will prevent injury to citizens. Contractor must ensure that proper signs, caution tape or physical barriers or other devices are utilized as needed to signal a hazard or restrict public access. In addition, the Contractor must ensure the safety of their workers by adhering to industry best practices, OSHA safety, traffic safety guidelines as applicable for the work being performed. The City Project Manager reserves the right to temporarily stop work if they see an unsafe practice and to suspend work until the issue is addressed.
- D. Cost of Developing Bids - All costs related to the preparation of proposals/bids 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.
- E. The City reserves the right to request clarification of information submitted, and to request additional information from any bidder.
- F. Ogden City will make every effort to ensure all bidders 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.
- G. 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.
- H. 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.

I. 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 from prospective service providers. The winning bidder shall enter into a written agreement with Ogden City. Ogden City reserves the right to cancel this Request for Bids. Ogden City reserves the right to reject any or all bids received. Furthermore, Ogden City shall have the right to waive any informality or technicality in bids received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

VII. GOVERNING INSTRUCTIONS

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

VIII. CONTACT PERSON

For questions related to this RFB, please contact the following:

- Technical questions should be directed to Vincent Ramos at 801-629-8420.
- Other inquiries should be directed to the Purchasing Office via 801-629-8742 or email purchasing@ogdencity.com
- Question and answer period ends on July 27, 2021 at 3 PM.

IX. BID SUBMITTALS

At a minimum, the following must be submitted and included in sealed bid submittals:

1. Exhibit A - Completed Contractor Information Sheet with required attachments.
 - a. Documents showing appropriate certification or Proof of all other appropriate professional licensing as required by the State of Utah.

2. Exhibit B - Completed Bid Form
3. Exhibit C – Completed Addenda Acknowledgement, if applicable

Bids must be sealed and submitted in a timely manner. Bidders shall provide two (2) copies of the documents required in this RFB in one sealed envelope. On the outside of the envelope, indicate firm's name and "**Ogden City Archway Sign**"

Submit Bid To:

Ogden City Corporation
Purchasing Office
c/o 1st Floor Information Desk
2549 Washington Blvd.
Ogden, UT 84401

No later than 3PM, July 29, 2021, at which time, bids will be opened and read aloud at the 7th Floor Conference Room of the Municipal Building.

LATE BIDS 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 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 local, small, women and minority owned businesses and other disadvantaged business enterprises.

EXHIBIT A
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 Electrical Contractor license.

B. List at least three (3) recent clients who can attest to the quality of your work:

Name

Address

Phone Number

C. Number of full-time employees: _____ Number of part-time employees _____

F. Who in your organization is authorized to sign legal documents, pick up checks and sign bids:

Name: _____ Title: _____

G. Limits of your insurance coverage:

Commercial General Liability: _____

Automobile: _____

Workman's Compensation: _____

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 B
BID FORM

Name of BIDDER _____ DATE _____

The **Project** is defined in the Request for Bid titled ***Ogden City Archway Sign***.

For all the work shown on drawings and specification, I/we agree to perform for the total sum indicated below. This will include 100% Performance Bond, and Material & Payment Bond and other required Insurances.

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

_____ Dollars

\$ _____

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 C
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