



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

FIBER/CONDUIT INSTALLATION



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Management Services

August 19, 2021

OGDEN CITY CORPORATION REQUEST FOR PROPOSAL

FIBER/CONDUIT INSTALLATION

Ogden City Corporation is requesting sealed proposals from qualified offerors to conduct cost and labor estimates to install fiber and conduit at various locations throughout the city on an as needed basis.

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 11 AM, September 9, 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 small, local, women and minority owned businesses and other disadvantaged business enterprises.

Published: August 21 & 28, 2021

OGDEN CITY CORPORATION REQUEST FOR PROPOSAL

FIBER/CONDUIT INSTALLATION

I. INTRODUCTION

Ogden City desires to have a contractor who can provide fiber and conduit installation, as necessary, throughout the City.

Goals/Objectives

Ogden City strives to maintain:

- A. A City where our citizens and businesses have the ability to connect to the internet at high speeds.
- B. Increased efficient for City services for our citizens and the wider community.

II. SCOPE OF WORK or SPECIFICATIONS

Ogden City is looking for a single vendor to provide fiber and conduit installation on as-needed basis. Projects will include installation of new aerial and underground fiber as well as existing underground conduit.

- The vendor must have five (5) years of experience in installation of fiber.
 - Provide three references of recently completed projects.
- Qualified respondents will 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 the work defined in the scope of work.
- All work must meet current industry standards and all federal, state and local rules and regulations. Contractor must have the ability to interact

professionally with other vendors, other contractors and city employees while performing contracted services.

- Contractor shall furnish all labor, tools, materials, machinery, test equipment and equipment necessary to complete the installations and shall notate such in all quotes provided.
- Contractor shall be fully responsible for the maintenance and care of all equipment and supplies furnished and installed or modified, until the time of final acceptance by a City representative.
- It is anticipated that this RFP will result in a single contract award. Contract will consist of a one (1) year term with the option to renew for two (2) additional one (1) year term contracts. We reserve the right to cancel the invitation of the bid without awarding a contract.
- Ogden City expects this contract to cover projects up to about \$25,000. Ogden City reserves the right to separately bid projects, regardless of anticipated costs.
- For Purposes of proposal evaluation and initial bonding only, the estimated cost of the work is \$100,000.
- Individual projects not to exceed bonding/ right of way insurance.
- Standard Ogden City insurance requirement is for commercial liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, together with automobile liability and workers compensation insurance.

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. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
4. Cost Proposal - A detailed breakdown of the proposed costs and timeframes to complete the project. Include a price guarantee period and the following items:
 - a. Cost of both Aerial and Underground fiber and conduit for “new” installation (pricing per foot)
 - b. Cost of Underground fiber installation in “existing” conduit (pricing per foot)
 - c. MSRP/RRP discount rate on hardware;
7. No Ogden City projects within the last five years have been terminated prior to successful completion due to Contractor non-performance.
8. No Ogden City project within the last five years have not been completed within the contract time, including any approved extensions.
9. References – Provide list of at least three references; include project dates, scope, summary of work performed, and contact information.

Being selected and entering into an agreement does not guarantee any specific amount of work being extended.

- 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

C. 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. Methodology and resources	15%
B. Capability and experience	15%
C. References	20%
D. Cost / fee proposal	50%

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 11 AM on September 9, 2021, proposers shall submit six (6) copies of the proposal in a sealed envelope. On the envelope, indicate your company's name and the RFP name "FIBER/CONDUIT INSTALLATION"

If the Proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401, and it must be received prior to the submission deadline.

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

No facsimile or email transmittals will be accepted.

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.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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 or at (801) 629-8742.

The question-and-answer period ends at 3 PM on September 6, 2021.

VII. 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>.

For any questions, please contact the Purchasing Office at 801-629-8742 or purchasing@ogdencity.com

EVENT	TARGET DATE
1 st Ad – Standard Examiner	August 21, 2021
2 nd Ad - Standard Examiner	August 28, 2021
Last day for Q&A	September 6, 2021; No later than 3 PM
RFP Response Deadline	September 9, 2021; No later than 11 AM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

VIII. 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.
 - iv) Professional Liability [If Applicable]: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence
- 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.

IX. 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 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>

X. GOVERNING INSTRUCTIONS

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