

Ogden City Facilities Division

Request for Proposal to Provide Services to Seal and Secure Ogden City Owned Structures and Properties



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Structures and Properties**

Ogden City Corporation is accepting proposals for a contractor(s) to provide post-incident services to seal and secure Ogden City owned structures and properties. The specific cost and service requirements are identified in the proposal packet.

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, c/o 1st Floor Information Desk, 2549 Washington Blvd, Ogden, Utah, **no later than 11 AM, October 26, 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.

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Ogden City Facilities Division Request for Proposal to Provide Services to Seal and Secure Ogden City Owned Structures and Properties

I. Introduction

The Ogden City Facilities Division is looking for contractors to provide services to seal and secure Ogden City owned structures and properties. As part of risk management there is a need to ensure that a residential and/or commercial structure and contents are protected from unauthorized entry and secondary damage caused by weather.

Ogden City Facilities Division is seeking to identify and select an outside contractor(s) to perform the required services. Ogden City reserves the right to select one or more qualified contractors. The City will form a committee to review the RFP's and select qualified vendors.

The committee will select a sufficient number of qualified vendors to meet the needs of the city, taking into consideration price and other such factors or criteria set forth in the RFP, with a maximum of 5 vendors to be selected. Selected vendors will be placed on a rotation.

II. Scope of Work

Proposals shall demonstrate contractor's ability to perform the following services:

- Ability to provide physical security measures to residential and/or commercial structures and properties including but not limited to: secure or protect exposed roof areas, doors and/or windows with appropriate material such as plywood, tarp, etc.
- Ability to provide security, including installing temporary fencing, caution tape, to secure the affected structure/property.
- For doors that need to be secured, contractor to provide a lock hasp and combination pad lock for each; for fencing, contractor shall provide a chain and combination pad lock when needed. The combination pad lock code shall be provided to Ogden City Facilities Division.

III. Proposal Content

Proposals shall contain responses or acknowledgement to the following:

A. Proposal Sheets - Complete and submit the Proposal Sheet (Exhibit A, located at the end of this document):

B. Contractor Requirements – Acknowledge the below items in your proposal.

1. Contractor cannot hire a 3rd party for work to be done at the time of the Seal and Secure.
2. The Contractor must always maintain necessary equipment and materials to perform needed services efficiently and effectively.
3. The Contractor will be available 24-hours a day, 7-days a week. The Contractor must be able to respond and provide services within 72 hours of being dispatched by a representative of Ogden City. The Contractor(s) shall be ready to start work with equipment and supplies. A Contractor who does not respond to the call and/or does not arrive at the property within the required time may be subject to suspension from the Rotation List.
4. The Contractor will ensure that all employees have sufficient experience and/or training to provide the agreed-upon services in a lawful, safe, proper, and effective manner, are able to provide exceptional customer service.
5. Project Team Staffing: Affirm that no employees working on the staff have ever been convicted of a felony. Provide contractor's drug screening and background check policies and procedures. Provide ratio of full-time staff to contract labor. Describe qualifications, skills, and experience of key employees.
6. The Contractor must invoice according to the following:
 - a. Contractor(s) must invoice Ogden City within 30 days of services being performed and will bill on a monthly basis.
7. Provide contractor's proof of insurance (workers' compensation, general and automobile liability), and bonding capacity.
 - a. Insurance Requirements – Refer to section VII
8. Any additional work done as a result of call for service, such as clean-up or restoration, is outside of this agreement between Ogden City and contractor and is solely between contractor and the Ogden City Community and Economic Development Department and/or the Ogden City Facilities Division via solicited bids.

C. Agreement Violations

If a contractor violates any of the above requirements, the following shall occur:

1. A First-Time complaint/violation within the term limits of the agreement will be reviewed by the Ogden City Facilities Division. Substantiated violations will result in a suspension from the rotation list for a period of 30 days for services on this contract.
2. A Second complaint/violation within the term limits of the agreement will be reviewed by the Ogden City Facilities Division. Substantiated violations will result in a suspension from the rotation list for 90 days for services on this contract.
3. A Third complaint/violation within the term limits of the agreement will result in a hearing with the Ogden City Facilities Division and the Ogden City Legal Department.

This Group will determine if an extended removal up to permanent removal from the rotation list is warranted. Removal will be applicable for the remainder of the term limits of the agreements. Decision(s) will be documented in writing and sent certified mail to the Contractor within 15 business days of the hearing.

Contractor(s) may request an appeal for a permanent removal from the rotation list by submitting in writing a request for appeal within 15 business days of receipt of the removal notification. Written requests for appeals will be sent to Ogden City Facilities, 175 W 29th Street, Ogden, Utah 84401 (Attention: Facilities Manager). Appeals will be reviewed by the Ogden City Facilities Division and Ogden City Legal Department. Decision(s) will be documented in writing and sent certified mail to the Contractor.

D. Company Overview:

1. Official registered name (Corporate, D.B.A., Partnership, etc.), address, main telephone number, toll-free numbers, and facsimile numbers.
2. Key contact name, title, address (if different from above address), direct telephone and fax numbers.
3. Person authorized to contractually bind the organization for any proposal against this RFP.
4. Brief history, including year established, affiliations or memberships, and number of years Company has offered desired services.
5. References: Provide references from three (3) successfully completed services at a commercial and/or residential property, including date and

address of service and contact information for involved agency, city, or property owner.

6. As the facilitator of this agreement, the Contractor shall provide Ogden City with renewal copies of its business license and insurance policies at the time of renewal.

E. Acknowledgment of receipt of addenda (if any).

Addenda will not be issued in the final 48 hours before proposal deadline. Please check the web page that this RFP is posted, 48 hours before bid deadline to see if any addenda have been issued and indicate acknowledgment of receipt of all addenda in your RFP (Exhibit B, located at the end of this document).

IV. Submission of Proposals

No later than 11 AM, October 26, 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 "Seal and Secure Services – Facilities Division Contract"

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. 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.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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.

No reimbursement will be made by Ogden City, or any other city in Weber County for any costs incurred in preparing proposals.

V. Proposal Review and Assessment.

- A. Written proposals will be evaluated on the criteria listed below. The selection will be made at the sole discretion of the Committee based on the following:
 - 1. The extent to which contractor's proposal is responsive to the stated requirements as set out in this RFP.
 - 2. An assessment of the contractor's ability to deliver the indicated services in accordance with the specifications set out in this RFP.
 - 3. The contractor's stability, experiences, and record of past performance in delivering such services.
 - 4. Availability of sufficient high quality contractor personnel with the required skills and experience for the required services.
 - 5. Best Value of rates quoted in this RFP.
- B. Proposals will be evaluated by a committee consisting of representatives from Ogden City Facilities and Ogden City Code Enforcement Divisions.
- C. The Committee shall have the right to reject any or all Proposals. The City reserves the right to waive informalities and/or irregularities in the Proposal procedure and such waiver is at the City's sole discretion.
- D. The Committee reserves the right to select more than one contractor and/or add additional contractors at any time based on submissions to this RFP and to rotate calls for service.

VI. General Terms and Conditions

The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

All costs related to the preparation of proposals and any related activities are the sole responsibility of the respondent. No reimbursement will be made by Ogden City for any costs incurred in preparing proposals. Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of the City and will not be returned to the respondent. The City reserves the right to request

clarification of information submitted, and to request additional information from any proposer.

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

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 City reserves the right to issue contracts to multiple service providers.

Public records: 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, they are required to provide a written request for business confidentiality to the Ogden City Recorder at the time the proposal is submitted.

Ogden City reserves the right to cancel or modify this request for proposal. There is no guarantee that Ogden City will enter into an agreement for the requested services.

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 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 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. Form of Agreement between Ogden City and Contractor(s)

The final contract will be negotiated with the successful contractor(s). Contractor(s) shall agree to comply with Utah e-verify requirements.

IX. 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 October 21, 2021.

X. Governing Instructions

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

Exhibit A
Proposal Schedule

Hourly rates include labor, equipment and all incidentals required to complete the work.

Hourly Rates	\$ _____
Holiday Hourly Rates	\$ _____
After Hours Rates	\$ _____
Material Costs	Cost + ____%
Other (specify)	\$ _____

SIGNED AND SEALED, this _____ day of _____, 2021

CONTRACTOR

BY:

(Signature)

Title: _____
(Corporate seal, if required)

Exhibit B

Addenda 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)